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भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 26]

नई दिल्ली, शनिवार, जून 28, 1969/आषाढ़ 7, 1891

No. 26]

NEW DELHI, SATURDAY, JUNE 28, 1969/ASADHA 7, 1891

इस भाग में भिन्न पृष्ठ सख्या दी जाती है जिसमें कि यह अलग सक्लन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटि :

NOTICE

नीचे लिखे भारत के अनाधार गजपत्र 13 जून 1969 तक प्रकाशित किये गये :-

The undermentioned Gazette of India Extraordinary were published up to the 13th June 1969 :-

Issue No.	No. and Date	Issued by	Subject
192	S. O. 2006, dated 26th May, 1969.	Ministry of Foreign-trade & Supply.	Rate for Cotton Textile specified therein.
193	S. O. 2007, dated 26th May, 1969.	Do.	Quality Control and preshipment inspection of jute carpet backing fabric.
	S. O. 2008, dated 26th May, 1969.	Do.	Recognition of the Indian standards Institution Certification Mark with respect to the Jute carpet backing fabric.
194	S. O. 2009, dated 26th May, 1969.	Ministry of Railways.	Forwarding Note for General Merchandise.

Issue No.	No. and Date	Issued by	Subject
195	S. O. 2136, dated 26th May, 1969.	Ministry of Industrial Development, Internal Trade and Company Affairs.	Rescission of notification No. S. R. O. 245, dated 25th January, 1955.
	S. O. 2137, dated 26th May, 1969.	Do.	Further amendments in the notification No. S. R. O. 247, dated 25th January, 1955.
	S. O. 2138, dated 26th May, 1969.	Do.	Further amendments in the notification No. S. R. O. 246, dated 25th January, 1955.
	एस० ओ० 2139 तारीख 26 मई, 1969	औद्योगिक विकास अन्त- रिक् व्यापार तथा समवाय-कार्य मंत्रा- लय	अधिसूचना सं० सा० नि० आ० 245, तारीख 25 जनवरी 1955 को खण्डित करना ।
	एस० ओ० 2140, दिनांक 26 मई, 1969	तदेव	अधिसूचना सं० सा० नि० आ० 247 तारीख 25 जनवरी, 1955 में अतिरिक्त संशोधन करना ।
	एस० ओ० 2141, दिनांक 26 मई, 1969	तदेव	अधिसूचना सं० सा० नि० आ० 246 तारीख 25 जनवरी, 1955 में अतिरिक्त संशोधन करना ।
196	S. O. 2142, dated 28th May, 1969.	Ministry of Education and Youth Services.	The International Copyright (Third Amendment) order, 1969.
	एस० ओ० 2143 तारीख 28 मई, 1969 ।	शिक्षा तथा युवक सेवा मंत्रालय	अन्तर्राष्ट्रीय कापी राइट (तृतीय संशोधन) आदेश, 1969 ।
197	S. O. 2144, dated 28th May, 1969.	Ministry of Law.	By election to the House of the People from the 25, Sultanpur Parliamentary Constituency in Uttar Pradesh State.
	एस० ओ० 2145 तारीख, विधि मंत्रालय 28 मई, 1969 ।		उत्तर प्रदेश राज्य में 25 सुल्तान पुर संसदीय निर्वाचन-क्षेत्र से लोक सभा के लिये उप-चुनाव ।
198	S. O. 2146, dated 28th May, 1969.	Ministry of Information and Broadcasting.	Approval of the film as specified in the schedule therein.
	एस० ओ० 2147 दिनांक, सूचना और प्रसारण 28 मई, 1969 ।	मंत्रालय	अनुसूची में दी गई फिल्म को स्वीकृत करना ।
199	S. O. 2244, dated 5th June, 1969.	Ministry of Trade and Foreign Supply.	Amendment in notification No S. O. 771, dated 6th March 1965.

Serial No.	No. and Date	Issued by	Subject
200	S. O. 2245, dated 6th June, 1969.	Ministry of Information and Broadcasting.	Approval of the films as specified in the schedule therein.
	एस० ओ० 2246, तारीख 6 जून, 1969।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
201	S. O. 2247, dated 7th June, 1969.	Ministry of Food, Agriculture, Community Development and Cooperation.	Fixation of tariff value in respect of Cashew Kernel for the year 1969-70.
	एस० ओ० 2248 दिनांक, 7 जून, 1969।	खाद्य, कृषि सामुदायिक विकास तथा सह-कारिता मंत्रालय	1969-70 के वर्ष के लिये काजू को गिरी का टैरिफ मूल्यनियत करना।
202	S. O. 2249, dated 7th June, 1969.	Ministry of Finance.	Appointment of certain persons as Valuers for the purpose of the Estate Duty Act, 1953.
203	S. O. 2333, dated 12th June, 1969.	Ministry of Foreign Trade and Supply.	Quality Control and preshipment inspection of ceramic products.
	S. O. 2334, dated 12th June, 1969.	Do.	Recognition of inspection agencies for inspection of ceramic products.
	S. O. 2335, dated 12th June, 1969.	Do	The Export of Ceramic Products (Inspection) Rules, 1969.
204	S. O. 2336, dated 13th June, 1969.	Ministry of Home Affairs.	The Border Security Force Rules, 1969.

ऊपर लिखे प्रसाधरण राजपत्रों की पतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन का छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और प्रविष्टिनाम्नें

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

New Delhi, the 13th June 1969

S.O. 2454.—In pursuance of section 11 of the Representation of the People Act, 1951, the Election Commission hereby publishes the Report dated the 22nd

May, 1969, of the High Court of Judicature at Allahabad in Election Petition No. 8 of 1967.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
CIVIL SIDE

ORIGINAL JURISDICTION

PRESENT:

The Hon'ble T. Ramabhadran.....J.

Dated Allahabad, the May 22, 1969

ELECTION PETITION No. 8 of 1967

Ajit Pd. Jain vs Ghayoor Ali Khan and others.

FINAL ORDER

This order is in continuation of my order dated 16th January, 1969, whereby leave was granted under section 110(3)(a) of the Representation of People Act for the withdrawal of the election petition. I had further directed under section 110(3)(b) of the Act, that notice of the withdrawal should be published in the official gazette as well as in a local newspaper commanding good circulation in Muzaffarnagar district. Office reports that publication was done in the issue of "the Dehat" newspaper dated 30th January, 1969 and the notice was also published in the U.P. Government Gazette of 8th February, 1969, Part II. None has come forward under section 110(3)(c) of the Act, seeking to be substituted as petitioner, in place of the party withdrawing the election petition. Accordingly, the election petition stands withdrawn.

(Sd.) T.R.

22nd May, 1969.

[No. 82/8 of 1967/UP/69(AJLD) I]

ORDERS

New Delhi, the 4th June 1969

S.O. 2455.—Whereas the Election Commission is satisfied that Shri Haribansh Sharma, R/c Vill. Manjhorka, P.O. Dighara, District Gorakhpur (Uttar Pradesh), a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 134-Bansgaon Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Haribansh Sharma to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. UP-LA/184/68-Bye.]

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 4 जून 1969

एस० नो० 2456.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए निर्वाचन के लिए 184-वांस गांव निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरीबंश शर्मा निवासी गांव-मंझोरिया, डाकखाना डिघारा, जिला गोरखपुर (उत्तर प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित

अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

2. और, यतः, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; और निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

3. अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री हरी बन्धु शर्मा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/184/68-उप.]

New Delhi, the 6th June 1969

S.O. 2457.—Whereas the Election Commission is satisfied that Shri K. Vajravelu, No. 218, Bashyamnagar, Srirampuram, Bangalore (Mysore State), a contesting candidate for election to the Mysore Legislative Assembly from 74-Gandhinagar constituency held in 1967, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate, even after due notice has failed to lodge the account and has not given any reason or explanation for the failure, and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Vajravelu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MY-LA/74/67.]

नई दिल्ली 6 जून, 1969

एस० नो० 2458.—यतः निर्वाचन आयोग का समाधान हो गया है कि 1967 में हुए मैसूर विधान सभा के लिए निर्वाचन के लिए 74-गांधीनगर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री के० वाजरा वेलू, 218, बाश्यामनगर, श्रीरामपुरम्, बंगलूर (मैसूर राज्य) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए, गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः उक्त उम्मीदवार उसे सम्यक् सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री वाजरावेलू को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० मैसूर-वि० सं०/74/67.]

New Delhi, the 9th June 1969

S.O. 2459.—Whereas the Election Commission is satisfied that Shri Ganapam Rajaram Reddy, Vinjamuru Village, Vinjamuru Post, Udayagiri Taluk, Nellore District, (Andhra Pradesh), a contesting candidate for election to the Andhra Pradesh Legislative Assembly from 119-Udayagiri constituency held in 1967, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate, even after due notice has failed to lodge the account and has not given any reason or explanation for the failure, and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ganapam Rajaram Reddy to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/119/67.]

By Order,

A. N. SEN, Secy.

नई दिल्ली 9 जून, 1969

एस० ओ० 2460.—यनः निर्वाचन आयोग का समाधान हो गया है कि 1967 में हुए आन्ध्र प्रदेश विधान सभा के लिए निर्वाचन के लिए 119-उदयगिरि निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री गणपम रजरमि रेड्डी, ग्राम विन्जामुरु, डाक-घर विन्जामुरु, उदयगिरि तालुक, जिला नेल्लोर (आन्ध्र प्रदेश) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

और, यतः, उक्त उम्मीदवार, उसे सम्यक सूचना दिये जाने पर भी, लेखा दाखिल करने में असफल रहा है और उसने इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; और निर्वाचन आयोग का समाधान हो गया है कि उसके पास इस असफलता के लिए कोई अच्छा कारण अथवा न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री गणपम रजरमि रेड्डी को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० आ०प्र०-वि० सं०/119/67.]

आदेश से,

ए० एन० सैन, सचिव, भारत निर्वाचन आयोग ।

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 11th June 1969

S.O. 2461.—The following draft of certain rules further to amend the Banking Regulation (Co-operative Societies) Rules 1966 which are proposed to be made in exercise of the powers conferred by sub-sections (1) and (2) of section 52 read with section 56 of the Banking Regulation Act, 1949 (10 of 1949) and after consultation with the Reserve Bank of India, is published as required by sub-section

(3) of the said section 52 for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after 1st January, 1970

Any objection or suggestion with respect to the said draft should be sent to the Ministry of Finance (Department of Economic Affairs) before the aforesaid date a copy thereof being endorsed to the Reserve Bank of India, Central Office, Agricultural Credit Department, Post Box No. 1037, Bombay-18.

Draft Rules

1. (1) These rules may be called the Banking Regulation (Co-operative Societies) (Amendment) Rules, 1970.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Banking Regulation (Co-operative Societies) Rules, 1966:—

(a) in Forms I and VII, for clause (c) of the explanatory footnote, the following clause shall be substituted, namely:—

“(c) in the case of State or central co-operative bank, also any deposit of money with it representing the reserve fund or any part thereof required to be maintained with it by any other co-operative society within its area of operation, and in the case of a central co-operative bank, also an advance taken by it from the State co-operative bank of the State concerned”;

(b) In Form VII, in item B, for the brackets, figure and words “(20 per cent of A3)”, the brackets, figure and words “(28 per cent of A3)” shall be substituted.

[No. F. 18/10/69-SB.]

वित्त-मंत्रालय

(अर्थ विभाग)

नई दिल्ली, 11 जून, 1969

एस० नो० 2462:—बैंकिंग विनियमन अधिनियम, 1949 (1949 के दसवें अधिनियम) की धारा 56 के साथ पठित धारा 52 की उप-धारा (1) और (2) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और भारतीय रिजर्व बैंक से सलह करने के बाद, बैंकिंग विनियमन (सहकारी समिति) नियमावली, 1966 में और संशोधन करने के लिए, बनाये जाने वाले कुछ प्रस्तावित नियमों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की सूचना के लिए जिन पर उनका प्रभाव पड़ने की संभावना है, प्रकाशित किया जा रहा है, जैसा कि उक्त धारा 52 की उप-धारा (3) के अनुसार आवश्यक है, और एतद्वारा यह सूचित किया जाता है कि इस प्रारूप पर 1 जनवरी, 1970 को अथवा उसके बाद विचार किया जायेगा।

उक्त प्रारूप के सम्बन्ध में यदि कोई आपत्ति या सुझाव हो, तो वह वित्त मंत्रालय (अर्थ विभाग) के पास उपर्युक्त तारीख में पहले भेज दिया जाना चाहिए और उसकी एक प्रति भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, कृषि ऋण विभाग, पोस्ट बॉक्स 1037, बम्बई-18 को भेजी जानी चाहिए।

नियमों का प्रारूप

1. (1) इस नियमावली को बैंकिंग विनियमन (सहकारी समिति) (संशोधन) नियमावली, 1967 कहा जाय।

(2) यह सरकारी गजट में प्रकाशित होने के दिन से लागू होगी।

2. बैंकिंग विनियमन सहकारी समिति नियमावली, 1966 में :—

(क) प्रपत्र I और VII में, व्याख्यात्मक पाद-टिप्पणी के खण्ड (ग) के स्थान पर निम्नलिखित खण्ड रखा जायेगा :

“(ग) राज्य सहकारी बैंक अथवा केन्द्रीय सहकारी बैंक के मामले में, उनमें जमा कोई ऐसी धन-राशि भी, जो उस प्रारक्षित निधि अथवा उसके किसी भाग की सूचक हो, जिसका इस बैंक के संचालन क्षेत्र की किसी अन्य सहकारी समिति द्वारा इस बैंक में रखा जाना जरूरी हो, और केन्द्रीय सहकारी बैंक के मामले में, उसके द्वारा सम्बद्ध राज्य के राज्य सहकारी बैंक से लिया गया अग्रिम भी”;

(ख) प्रपत्र VII में, मद ख में, “(क 3 का 20 प्रतिशत)” कोष्ठक, अकों और शब्दों के स्थान पर “(क 3 का 28 प्रतिशत)” कोष्ठक, प्रंक और शब्द रखे जायेंगे।।

[सं० एक० 18/10/69-एस० बी०]

के० येसुस्तनम, अनुसचिव

New Delhi, the 16th June 1969

S.O. 2463.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Lakshmi Commercial Bank Ltd., New Delhi in respect of the property, viz ‘Hans Raj Mills Building’, held by it at Amritsar, till the 31st December, 1969.

[No. 15(2)-BC/69.]

S.O. 2464.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Regulation Act, 1949 (Act 10 of 1949) the Central Government has made an order of moratorium in respect of the Chawla Bank Ltd., Dehra Dun, under sub-section (2) of the said section;

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the Chawla Bank Ltd., Dehra Dun, with the New Bank of India Ltd., New Delhi;

And whereas the Reserve Bank after having sent the said scheme in draft to the banks concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned:

(1) The Chawla Bank Ltd. shall be the transferor bank and the New Bank of India Ltd. shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges benefits, assets and properties of the transferor bank, movable and immovable including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of securities, or any guarantee therefore, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme stand transferred to, and become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) Notwithstanding anything contained to the contrary in this scheme, the assets and liabilities of the Old Fund constituted in pursuance of the orders dated the 17th January 1949 and the 4th April 1958 of the Allahabad High Court (hereinafter referred to as the 'Old Fund') transferred by this scheme to the transferee bank, shall be dealt with by the transferee bank, as far as possible, in accordance with the scheme of arrangement sanctioned by the said two orders referred to above, which scheme of arrangement with certain modifications necessary in view of the subsequent developments and of this scheme, is annexed as the schedule hereto and hereinafter referred to as the 'scheme of arrangement'.

(4) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 22nd March 1969 and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956, and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(5) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely,

- (a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.
- (b) Whereas the market value of any Government security such as the Zamindari Abolition Bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or

is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.

- (c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.
- (d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.
- (e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.
- (f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.
- (g) Advances including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferor bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely, 'Advances considered good and readily realisable' and 'Advances considered not readily realisable and/or bad or doubtful of recovery'.

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(6) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the succeeding paragraphs:

Provided that liabilities in the Old Fund shall not be discharged otherwise than in conformity with the scheme of arrangement, and such of the assets referred to in paragraph (5), as relate to the Old Fund, shall not be utilised otherwise than for meeting the liabilities in the Old Fund.

(a) Any sums deposited by any employee of the transferor bank with that bank as staff security deposit together with interest, if any, accrued thereon up to the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

Explanation.—For the purposes of this paragraph, interest payable on a deposit up to the prescribed date shall be regarded as part of the concerned deposit.

(b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the respective holder(s) thereof crediting thereto the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (5) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or provisions mentioned at clause (a) above and after adding to the said assets as so valued the aggregate amount of the payments made in terms of clause (a) (i) of paragraph 2 of the moratorium order dated the 21st March 1969 issued to the transferor bank:

Provided that where such account is held in the Old Fund, crediting thereto shall be only from such part of the assets referred to in paragraph (5) as are assets in the Old Fund, and such crediting shall be done *pro rata* with reference to such accounts only:

Provided further that any payment made from a deposit account on or after the 23rd March 1969 and before the prescribed date, shall be reckoned towards the amount to be credited under this sub-paragraph and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment:

Provided further that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account it may, with the approval of the Reserve Bank, withhold the credit to be made in that account in terms of clause (b) above till the transferee bank is able to ascertain the correct balance in such account.

Explanation.—The term '*pro rata*' shall, in so far as it occurs in this paragraph, mean 'in proportion to the respective amounts, remaining due as at the close of business on the 22nd March 1969 (inclusive of interest payable up to that date) 'and shall, in so far as it occurs elsewhere in this scheme, mean in proportion to the respective amounts remaining due at the time of the payment or distribution'.

(c) After the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case not later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961 (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of the accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act:

Provided that—

(a) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;

(b) in case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately in the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the Corporation has decided to make the payment in respect of that person through the transferee bank.

(d) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the

members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (7) below.

(7) In respect of—

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and
- (b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (i) below

shall be treated as a collection account and shall be entered as such in the books of the transferee bank and payments against the account shall be made in the following manner, namely,

(i) The transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay within three months from such date as may be specified the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any, and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;

(ii) The transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (5) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of a debt or asset exceeds Rs. 2,000, the transferee bank shall not, except with the approval of the Reserve Bank of India,

(a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;

(b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it.

(iii) The transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Regulation Act, 1949, read with section 45H thereof and also with section 543 of the Companies Act, 1956;

(iv) The transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (6)(a) proves to be inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (5) above and has arisen or been discovered on or after the prescribed date;

(v) The transferee bank shall, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained,

(a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 and the amount, if any, provided for by the Corporation; and,

- (b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee bank from the Corporation or have been provided for by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above:

Provided that the amount due to the Corporation shall, if it becomes necessary so to do, be provided for in the books of the transferee bank and be paid to the Corporation in the manner specified in clause (b) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961.

Provided further that the transferee bank shall make the payments referred to in clause (b) above,

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph (6) has not been closed or has not matured for payment, by credit to that account, and
- (ii) if the said account has been closed or has matured for payment, in cash;
- (vi) The amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if the cannot be paid in full shall abate in equal proportions;
- (vii) After the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may be available to it, make payments *pro rata* towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank.

Provided that the transferee bank shall give to any person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that—

- (a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme; and
- (b) the share capital of the transferee bank shall be deemed to have been increased, and notwithstanding the provisions of any enactment, regulation or other instrument, it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme.

(viii) The amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;

(ix) On the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph

which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom first any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above.

(x) The transferee bank shall invest all such monies realised on account of items mentioned in the preceding clauses (i), (ii) and (iii) as are not likely to be required by it for immediate payment, in interest bearing deposits with such banks, in such manner and for such periods as may be appropriate having regard to the facts and circumstances of the case or as the Reserve Bank of India may direct. The interest accrued shall be applied for meeting the liabilities referred to in clauses (iv), (v), (vi) and (vii) in the manner indicated therein.

Notwithstanding anything contained in the foregoing sub-paragraphs, no amount shall be credited to an account in the Old Fund otherwise than from the realisations from the assets in the Old Fund, and no part of such realisation shall be utilised otherwise than for meeting liabilities in the Old Fund.

(8) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (6) and (7) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (6) (a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (6) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(9) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(10) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor bank for anything which is in good faith done or intended to be done in pursuance of this scheme.

(11) All the employees of the transferor bank shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 23rd March 1969.

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 23rd March 1969.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(12) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferee bank.

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be

adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(13) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank.

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(14) For the avoidance of doubts, it is hereby provided that wherever there is any inconsistency between a provision in this scheme and a provision in the scheme of arrangement, the latter provision shall, to the extent of such inconsistency, prevail and have effect.

(15) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(16) The transferee bank shall furnish to the shareholders of the transferor bank a statement of affairs of the transferor bank in such form and at such periodical intervals as the Reserve Bank of India may specify in this behalf. The sending of such statements shall be discontinued when so directed by the Reserve Bank.

(17) The transferee bank shall, within one month of the date on which its balance sheet and profit and loss account are laid before the general meeting of the transferee bank, furnish to the High Court at Allahabad, a balance sheet in respect of the Old Fund together with a report on the working of the scheme of arrangement as sanctioned by that High Court.

(18) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by prepaid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(19) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(20) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the Chawla Bank Ltd., as sanctioned by the Central Government under sub-section (7) of Section 45 of the Banking Regulation Act, 1949 (10 of 1949).

SCHEME OF ARRANGEMENT BETWEEN THE BANK AND ITS CREDITORS AND MEMBERS

1. For the purpose of this scheme the word "deposit" includes Fixed Deposits, Current Accounts, Saving Fund Accounts, Deposit at call, amounts lying in Sundries or in any other kind of credit accounts, Bank's drafts, Cash Orders Pay Orders and documents of like nature and amounts due to Bankers over and above the value of Government securities lying with them against such deposits, after adjustment of loans, if any, against any or all deposits in the said accounts whether pledged specifically or not.

2. Loans made by the Bank to persons against deposits shall be adjusted as on the 26th January, 1948, that is to say the amount due on each of such deposits and the balance standing to the debit of the borrower shall be set off against each other and the balance, if in favour of the creditor, shall be treated as the deposit.

3. Deposits in the Bank on the 26th January 1948, shall not carry interest after that date.

4. The following amounts shall be paid in full:

(a) Amounts lying to the credit of employees on account of security deposit.

(b) Amounts lying to the credit of the Trustees of the Bank's provident fund Trust.

(c) Amounts of the nature described in section 230(1)(a), (b) and (c) of the Indian Companies Act, 1913.

(d) Amounts, if any, of the nature of trust monies lying with the Bank and not forming part of the assets of the Bank.

(e) Any amounts held by a competent Court to be payable in full.

5. The amount due to each creditor (other than a creditor for whom provision is made in clause 4 or clause 5) as on the 26th day of January 1948 shall be reduced by $17\frac{1}{2}$ per cent and the balance of $82\frac{1}{2}$ per cent shall be satisfied in the manner set out in clauses 7 and 8 hereof.

6. (A) within three months of the scheme being sanctioned by the court.

(1) Creditors for an amount not exceeding Rs. 500/- shall be paid 40 per cent of the amount due to them on the 26th January 1948; and (2) Creditors for an amount exceeding Rs. 500/- shall be paid 35 per cent of the amount due to them on the 26th January 1948 provided that the minimum payment shall be not less than Rs. 200 any amount thus paid to any creditor in excess of a sum equivalent to 35 per cent of the amount due to that creditor on the 26th January 1948 shall be deducted from the second instalment.

(B) On or before the 31st December 1949.

(i) Creditors for an amount not exceeding Rs. 500/- shall be paid a further 10 per cent of the amount due to them on the 26th January 1948 and (ii) Creditors for an amount exceeding Rs. 500 shall be paid a further 15 per cent of the amount due to them on the 26th January 1948.

(C) Creditors (irrespective of whether they are creditors for an amount which exceeds Rs. 500/-) shall be paid 25 per cent of the amount due to them on the 26th January 1948 in three annual instalments (the first of which shall be paid not later than the 31st December 1950) each of which shall be of an amount equivalent to not less than 8 per cent of the amount due to such creditors on the 26th January 1948 provided that every creditor for an amount not exceeding Rs. 50 shall have the option of receiving within one month of the exercise of the option, 60 per cent of the amount due to him or her on the 26th January 1948 in full and final settlement.

Provided that no payment shall be made out of the New Fund except to the extent mentioned in clause 16 below.

7. In order to facilitate recovery of debts due to the Bank the Directors may allow a debtor to set off his debt against the amount due in cash under clause 6 of this scheme to any creditor of the Bank other than the debtor himself.

Illustration.—A owes the Bank Rs. 1,500 B has due to him under clause 6 of this scheme the sum of Rs. 1,500. Under an agreement between A, B and the Bank A's debt may be set off against the amount due to B.

8. (a) Each creditor (other than any such creditor the amount of whose debt has been paid in full or who has exercised the option referred to in clause 6) or his nominee shall be entitled to be allotted fully paid-up shares equivalent to $7\frac{1}{2}$ per cent of the amount due to such creditor on the 26th January 1948. The allotment shall be made within three months of the requisite sanction of the Examiner of Capital Issues being obtained and application for such sanction shall be made within one month of the approval of this scheme by the Court. In making such allotment fractions of a share shall be ignored.

(b) In order to facilitate the allotment of shares pursuant to the preceding sub-clause each of the existing shares of the Bank of the nominal value of Rs. 50 shall be sub-divided into ten shares of five rupees each. A meeting of the bank to pass the requisite resolution to effect this sub-division shall be held within three months of the sanction of this scheme by the Court.

9. The Directors of the Bank may at their discretion accelerate the payment of any instalment to the creditors.

10. The amount made available by the aforesaid 17½ per cent reduction of the amount due to creditors shall form a Special Reserve Fund (Old Fund) for bad and doubtful debts.

11. All the assets of the Bank on the date of the sanction of this scheme by the Court, except assets to the value of Rs. 2,25,000 shall constitute a fund, to be called the Old Fund, for the purpose of meeting the liabilities of the Bank to the creditors in accordance with the provisions of this scheme. The aforesaid assets of the Bank to the value of Rs. 2,25,000 shall be credited to an account to be called the New Fund and utilised for the purpose of the current business of the Bank.

12. The amount standing to the credit of the New Fund shall, alongwith other assets of the Bank coming into existence after the date of the sanction of this scheme by the Court, form the security for persons transacting business with the Bank after the date of the said sanction.

13. The Bank shall carry on its normal banking business from the date the scheme is sanctioned by the Court. For this purpose the accounts of the Bank in respect of the new business transacted thereafter shall, as far as practicable, be kept separate from the accounts of the Old Fund.

14. Notwithstanding the provisions of clause 13 above the expenses of the Bank incurred after the 31st December, 1956, shall be divided between the 'Old Fund' and the 'New Fund' in proportion to their profits, provided that legal and other expenses incurred on realisation of the assets of the Old Fund shall be debited to that Fund. For this purpose the certificate of the auditors of the Bank shall be conclusive.

15. All the amounts collected out of the assets of the Old Fund shall be kept as cash in hand or invested in Government Promissory Notes or other trustee securities or deposited in a scheduled bank until disposed of in accordance with the provisions of this scheme.

16. In the event of the Bank being unable to make payment in full out of the Old Fund of any instalment on the date upon which it falls due it shall utilise for this purpose such profits as have been earned as a result of the working of the Bank after the date upon which the scheme is sanctioned by the Court. Save as aforesaid the amount standing to the credit of the New Fund shall not be available for the purpose of making any payment under the scheme.

Provided that the profits of the New Fund which might be available to the Old Fund under this clause shall first be utilised towards the payment of the debts which the Old Fund owes to the New Fund. Similarly any realisations made of what is of the Old Fund will first be utilised for repaying the debt which the Old Fund owes to the New Fund already. It is only after the debts of the New Fund have been cleared that the realisation of the assets of the Old Fund and the profits of the New Fund which may be available to the Old Fund under clause 15, as mentioned above, will be available for payment to the creditors of the Old Fund.

17. Upon payment in full of the last instalment payable under the scheme the amount (if any) standing to the credit of the Old Fund shall be transferred to the New Fund.

18. No dividend shall be paid to the shareholders of the Bank in respect of the period to the 31st December, 1952.

19. (i) The uncalled amount of the capital of the Bank shall be called up by the Directors insofar as is necessary for ensuring payment of the amounts specified in clause 6 of the scheme.

(ii) Partly paid shares shall not be transferred (otherwise than by operation of law) unless the amount of uncalled capital payable thereon is first deposited with the Bank as an advance call.

20. Every payment to be made under the Scheme is subject to the usual Banker's lien against such payment.

21. Any creditor may apply to the High Court at Allahabad for directions in any matter arising out of this scheme.

[No. F. 17(3)-BC/69.]

New Delhi, the 18th June 1969

S.O. 2465.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) and Rule 16 of the Banking Regulation (Companies) Rules, 1949, the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act and Rule 15 of the said Rules shall not apply to the undernoted banking companies in so far as they relate to the publication of their balance sheets and profit and loss accounts for the year ended the 31st December, 1968, together with the auditors' reports in a newspaper.

1. Cochin Commercial Bank Ltd., Cochin.
2. Faridpur Banking Corporation Ltd., Calcutta.
3. Martandam Commercial Bank Ltd., Trivandrum.
4. National Bank of Pakistan, Calcutta.
5. P.N.N. Bank Ltd., Salem.
6. Pangal Nayak Bank Ltd., Udupi.
7. Sree Poornathrayeesa Vilasom Bank Ltd., Tripunithura.
8. Tamluk Loan Office Banking Company Ltd., Tamluk.
9. United Mercantile Bank (Assam) Ltd., Golaghat.
10. Jharla Industrial Bank Private Ltd., Jharla.

[No. 15(30)-BC/69.]

S.O. 2466.—Statement of the Affairs of the Reserve Bank of India, as on the 13th June 1969

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital paid-up	5,00,00,000	Notes	19,68,23,000
Reserve Fund	150,00,00,000	Rupee Coin	2,39,000
National Agricultural Credit (Long Term Operations) Fund	143,00,00,000	Small Coin	4,53,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
National Industrial Credit (Long-Term Operations) Fund	55,00,00,000	(c) Government Treasury Bills	144,77,60,000
		Balances held Abroad*	139,33,70,000
		Investments**	140,23,99,000
Deposits :—		Loans and advances to :—	
(a) Government		(i) Central Government . . . . .	..
(i) Central Government	52,33,55,000	(ii) State Governments ?	108,64,58,000

LIABILITIES		ASSETS	
(ii) State Governments	8,05,54,000	Loans and Advances to :—	
(b) Banks		(i) Scheduled Commercial Banks†	152,22,10,000
(i) Scheduled Commercial Banks	167,64,10,000	(ii) State Co-operative Banks††	196,45,48,000
(ii) Scheduled State Co-operative Banks	10,71,78,000	(iii) Others	2,88,26,000
(iii) Non-Scheduled State Co-operative Banks	56,46,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(iv) Other Banks	26,94,000	(a) Loans and Advances to :—	
(c) Others	235,48,28,000	(i) State Governments	31,48,39,000
Bills Payable	19,67,22,000	(ii) State Co-operative Banks	14,35,17,000
Other Liabilities	136,19,61,000	(iii) Central Land Mortgage Banks . . . . .	..
		(b) Investment in Central Land Mortgage Bank Debentures	8,66,95,000
		Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	5,42,93,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/Debentures issued by the Development Bank . . . . .	..
		Other Assets	46,42,47,000
Rupees	1016,93,48,000	Rupees	1016,93,48,000

*Includes Cash, Fixed Deposits and Short-term Securities.

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 102,76,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 18th day of June, 1969.

An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 13th day of June 1969
ISSUE DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Notes held in the Banking Department	19,68,23,000	Gold Coin and Bullion :—	
		(a) Held in India	182,53,11,000
		(b) Held outside India	
		Foreign Securities	226,42,00,000
Notes in circulation	3707,88,86,000	TOTAL	408,95,11,000
Total Notes issued	3727,57,09,000	Rupee Coin	61,43,81,000
		Government of India Rupee Securities	3257,18,17,000
		Internal Bills of Exchange and other Commercial Paper	..
Total Liabilities	3727,57,09,000	Total Assets	3727,57,09,000

Dated the 18th day of June 1969.

L. K. JHA,
Governor.

[No. F. 3(3)-BC/69]
K. YESURATNAM, Under Secy.

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 12th June 1969

S.O. 2467.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of the Notification No. 143 (F. No. 16/14/66-ITB) dated 25th October, 1967, the Central Government hereby authorise Shri C. R. Joshi who is a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2 This Notification shall come into force with immediate effect.

[No. 68 (F. No. 16/132/69-ITCC).]

S.O. 2368.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorise Shri Jaswant Singh who is a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification which supersedes Notification No. 20 (F. No. 16/9/68-ITB) dated 26th March, 1968 shall come into force on the 25th June, 1969.

[No. 70 (F. No. 16/129/69-ITCC).]

R. D. SAXENA, Dy. Secy.

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 25th June 1969

S.O. 2469.—In exercise of the powers conferred by section 152 of the Customs Act, 1962 (52 of 1962), the Central Government hereby directs that the powers exercisable by a Collector of Customs under the proviso to sub-section (3) of section 46 and under clause (i) of the first proviso to section 61 of the said Act shall also be exercisable by the Assistant Collector of Central Excise, Pondicherry and further directs that the following amendment shall be made in the notification of the Government of India in the former Ministry of Finance (Department of Revenue) No. 162-Customs, dated the 22nd June, 1963, namely:—

In the Table below the said notification, after item 4 and the entries relating thereto, the following item and entries shall be inserted, namely:—

(1)	(2)
“5. Assistant Collector of Central Excise, Pondicherry.	—”.

[No. 100/Customs. No F. 22/5/69-Cus.IV.]

J. DATTA, Dy. Secy.

(राजस्व और बीमा विभाग)

सीमा-शुल्क

नई दिल्ली, 28 जून 1969

एत० क्र० 2470—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 152 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा यह निदेश देती है कि उक्त अधिनियम की धारा 46 की उपधारा (3) के परन्तुक और धारा 61 के प्रथम परन्तुक खंड (1) के अधीन सीमा-शुल्क कलक्टर द्वारा प्रयोक्तव्य शक्तियां केन्द्रीय उत्पाद-शुल्क सहायक कलेक्टर पांडिचेरी द्वारा

भी प्रयोग में लाई जाएगी और यह भी निदेश देती है कि भारत सरकार के भूतपूर्व वित्त मंत्रालय (राजस्व विभाग) को अधिसूचना संख्या 162-सीमा-शुल्क तारीख 22 जून, 1963 में निम्नलिखित संशोधन किया जाएगा अर्थात् :—

उक्त अधिसूचना की निम्नलिखित सारणी में मद 4 और उससे सम्बन्धित प्रविष्टियों के पश्चात् निम्नलिखित मद और प्रविष्टिया अन्तःस्थापित की जाएगी, अर्थात् :—

(1)

(2)

“कन्द्रीय उत्पाद-शुल्क सहायक

कन्वेक्टर, पांडिचेरी

—”

[सं० 100/सीमा-शुल्क/फा० सं० 22/5/69-सी० शु०-4]

ज्योतिमय दत्त, उपा सचिव ।

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 16th June 1969

S.O. 2471.—In exercise of the powers conferred by Sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes, hereby makes the following amendments to the schedule appended to its Notification 20. [F. No. 55/1/62-IT], dated the 30th April, 1963, published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 11th May, 1963, as amended from time to time.

1. In column 3 against Serial No. 7 “A(Addl. I)” may be added after ‘Distt. III Ward A, A(Addl.)’ and before ‘O’.

This Notification shall take effect from 16th June, 1969.

Explanatory Note

This Notification has been issued on account of the creation of one new Income-tax Officer's charge under the Commissioner of Income-tax, Delhi-I, New Delhi.

(The above note does not form a part of the Notification but is intended to be merely clarificatory).

[No. 78/F. No. 55/208/69-IT(AI).]

New Delhi, the 17th June 1969

S. O. 2472.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendment to the Schedule appended to its notification No. 20 (F. No. 55/1/62-IT) dated the 30th April, 1963 published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II Section 3 Sub-section (ii) dated the 11th May, 1963 as amended from time to time.

Existing entries under columns (1), (2) and (3) against S. No. 15, shall be substituted by the following entries :—

Income-tax Commissioners	Headquarters	Jurisdiction
1	2	3
15 Lucknow	Lucknow	1. Lucknow Circle I. 2. Lucknow Circle II. 3. Salary Circle, Lucknow.

1

2

3

4. Estate Duty Cum Income-tax Circle, Lucknow.
5. Hardoi.
6. Sitapur.
7. Gonda.
8. Faizabad.
9. Nainital.
10. Almora.
11. Haldwani.
12. Kashipur.
13. Lakhimpur Kheri.
14. Allahabad.
15. Salary Circle, Allahabad.
16. Estate Duty Cum Income-tax Circle, Allahabad.
17. Jaunpur.
18. Varanasi.
19. Spl. Circle Varanasi.
20. Mirzapur.
21. Azamgarh.
22. Ballia.
23. Gorakhpur.
24. Basti.
25. Moradabad.
26. Rampur.
27. Bareilly.
28. Budaun.
29. Pilibhit.
30. Bulandshahar.
31. Najibabad.
32. Shahjahanpur.

This notification shall come into force with immediate effect.

[No. 79. (F. No. 55/278/68-IT (AI).]

New Delhi, the 20th June 1969

S.O. 2473.—In exercise of the powers conferred by Sub-section (1) of Section 121 of the Income-tax Act, 1961, (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendment to the Schedule appended to its notification No. 20 [F. No. 55/1/162-IT] dated the 30th April, 1963 published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II Section 3 Sub-section (ii) dated the 11th May, 1963 as amended from time to time:—

Against S. No. 15A, Kanpur, Under Column 3 of the Schedule appended thereto after Serial Number 23, the following shall be added:

24. Etah

This notification shall be deemed to have come into force with effect from 20th June, 1969.

[No. 82[F. No. 55/212/69-IT(AI)].

L. N. GUPTA, Under Secy.

Central Board of Direct Taxes.

MINISTRY OF FOREIGN TRADE AND SUPPLY

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS

New Delhi, the 17th June 1969

S.O. 2474.—M/s. Tata Iron and Steel Co. Ltd., Jamshedpur were granted an Import Licence No. P/D/2164725/S/AM/30/H/27-28, dated 10th January, 1969 for the import of AW Nicro Mang Welding Wire 3/32" Diameter under U.S. Aid

Loan No. 386-H.176. They have applied for a duplicate copy of the licence on the ground that the original licence has been lost. It is further stated that the original licence was not registered with any Customs authority. In support of their contention the applicant has filed an affidavit. I am satisfied that original licence has been lost and a duplicate licence should be issued.

In exercise of the powers conferred by clause 9(CC) of the imports (Control) order No. 1755, dated 7th December, 1955 as amended from time to time, the undersigned cancels the import licence No. P/D/2164725/S/AN/30/H/27-28, dated 10th January, 1969 for Rs. 50,000/- for the import of "AW Nicro Mang Welding Wire 3/32" under S.No. 17(A)(i)/II of the ITC Schedule issued in favour of M/s. Tata Iron and Steel Co. Ltd., Jamshedpur.

[No. SPCL/6/TISCO/68-69/333.]

S. R. MINOCHA,
Dy. Chief Controller.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 12th June 1969

S.O. 2475.—M/s. The Delhi Cloth and General Mills Co. Ltd., (Shriram Fertilisers and Chemicals) Shriram Nagar Kota-4, were granted Customs Clearance Permit No. P/J/2365053/N/MN/29/H/28/CG-III dated 28th December, 1968 for Rs. 11,200 (Rupees eleven thousand, two hundred and sixty only). They have applied for the issue of a duplicate copy of the said C.C.P. on the ground that the original C.C.P. has been lost/misplaced. It is further stated that the original Customs Clearance Permit was registered with the Custom Authorities at Palam Air Port, New Delhi and utilised partly. It was utilised for Rs. 1,771 and the balance available on it was Rs. 9,489.

2. In support of this contention, the applicant has filed an affidavit. I am satisfied that the original copy of the said C.C.P. has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order 1955, dated 7th December, 1955 as amended, the said original copy of CCP No. P/J/2365053 dated 28th December, 1968 issued to M/s The Delhi Cloth and General Mills Co. Ltd., Kota is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued separately to the licensee.

[No. CG.III/36/180/63-69/463.]

S. A. SESHAN,
Dy. Chief Controller of Imports and Exports
for Chief Controller.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 12th June 1969

S.O. 2476.—M/s. Jam-e-Jamshed, 14 Ballard House, Mangalore Street Fort, Bombay were granted an import licence No. P/A/1297965/C/XX/28/H/27-28 dated 23rd July, 1968, for Rs. 112900/- (Rupees One lakh twelve thousand and nine hundred only). They have applied for the issue of a duplicate Customs Purposes copy of the said licence on the ground that the original Customs Purposes copy has been lost. It is further stated that the original Customs Purposes copy was registered with the Customs authorities at New Customs House, Bombay and utilised partly. It was utilised for Rs. 55634/- and the balance available on it was Rs. 57266/-.

2. In support of this contention the applicant has filed an affidavit. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9 (cc) of the Imports (Control) Order, 1955 dated 7th December, 1955 as amended the said original Customs purposes copy of licence No. P/A/1297965/C/XX/28/H/27.28 dated 23rd July, 1968 issued to M/s. Jam-e-Jamshed, Bombay is hereby cancelled.

3. A duplicate Customs purposes copy of the said licence is being issued separately to the licensee.

[No. 44.V/BP.52/68.69/NPCIB]

G. D. BAHL,

Dy. Chief Controller of Imports & Exports.

(Office of the Dy. Chief Controller of Imports and Exports)

Kanpur, the 13th June 1969

S.O. 2477.—The Import licence No. P/SS/1581998 dated 18th March 1967 for Rs. 25,000 for the import of Dyes Precision Measuring Tools, Gear Cutters, Ball Bearings, Graphite Crucibles above no. 100-All permissible types, was issued to M/s. Jawahar Engg. Co. Lower Bazar, Modinagar, Meerut.

Thereafter a show cause notice No. Enf. I(215)/1969/KAN/67 dated the 16th April, 1969 was issued asking them to show cause within seven (7) days of the date of receipt of the said notice as to why the said licence in their favour should not be cancelled on the ground that the factory has closed down in terms of clause 9(cc) of the Import (Control) Order, 1955 as amended.

The stipulated period of 7 days is over and the party has not come forward with any explanation so far.

The undersigned has carefully examined the case and has come to the conclusion that the party has no defence to urge and have avoided a reply.

Having regard to what has been stated in the preceding paragraph the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore the undersigned is exercise of powers vested in him under clause 9 sub-clause (cc) of the Import (Control) Order 1955 hereby cancels the licence No. P/SS/1581998 dated the 18th March, 1967 for Rs. 25,000 issued in favour of M/s. Jawahar Engg. Co. Modinagar, Meerut.

[No. ENF. I(215)/1969/KAN/1941.]

O. N. ANAND,

Dy. Chief Controller of Imports and Exports.

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 19th May 1969

S.O. 2478.—M/s. Mehar Chand Tarachand, Tilak Bazar, Delhi were granted Licence No. P/E/0105394 dated 20th October, 1966 valued Rs. 18,900/- for import of Fresh Fruits (Grapes) from Afghanistan under the Indo-Afghan Trade Arrangement 1966-67. They have applied for the duplicate copies of both copies of the said Licence on the ground that the original copies have been lost/misplaced after having been registered with Hussainiwala, Ferozepur Custom House and utilised fully.

In support of their declaration, the party has filed an affidavit duly attested by Notary stating that both the copies of the said licence have been lost/misplaced.

I am satisfied that both the copies of licence No. P/EI/010539/T/FA/23/D/23 dated 20th October, 1966 have been lost/misplaced and direct that duplicate copies of both Customs Purposes copy/Exchange Control Copy of the same may be issued to the applicant.

The original Custom and Exchange purpose copies of the licence are hereby cancelled.

[No. F.21(A)/IV/PER/M-4(8)/FJ-67Afr/CLA.]

RAM MURTI SHARMA,

Jt. Chief Controller of Imports and Exports.

MINISTRY OF HEALTH, FAMILY PLANNING, WORKS HOUSING AND U.D.**(Department of Health)***New Delhi, the 12th June 1969*

S.O. 2479.—Whereas in pursuance of the provisions of clause (e) of section 3 of the Dentists Act, 1949 (16 of 1948), the following persons have been nominated by the State Governments indicated against each to be the members of the Dental Council of India with effect from the date of nomination shown against each, namely:—

Particulars of Member	Name of State which nominated	Date of nomination
Dr. C.S. Raman, FICD (USA) 322/23, Linghi Chetty Street, Madras.	Tamil Nadu	11-4-1969
Dr. K. Moti Singh Director of Health Service, Punjab, Chandigarh.	Punjab	13-4-1969

Now, therefore, in pursuance of the powers conferred by section 3 of the said Act, the Central Government hereby directs that Drs. C. S. Raman and K. Moti Singh, who are members of the Dental Council of India constituted under the notification of the Government of India in the late Ministry of Health No. 3-2/62-MII, dated the 17th October, 1962, as amended from time to time and whose names appear against serial No. 6 and 10 under the heading "Nominated under clause (e) of section 3", shall continue to be members of the said Council for a further period of five years, with effect from the date of nomination shown against their names, or until their successors shall have been duly nominated, whichever is longer.

[No. F. 3-9/69-MPT.]

S. P. JINDAL, Under Secy.

(Department of Health)*New Delhi, the 13th June 1969*

S.O. 2480.—In exercise of the powers conferred by section 31 of the Post-Graduate Institute of Medical Education and Research, Chandigarh Act, 1966 (No. 51 of 1966), the Central Government after consultation with the Institute, hereby makes the following rules further to amend the Post-Graduate Institute of Medical and Research Chandigarh Rules, 1967, namely:—

1. (1) These rules may be called the Post-Graduate Institute of Medical Education and Research, Chandigarh (Amendment) Rules, 1969.

(2) They shall come into force on the date of their publication in the Official Gazette.

In the Post-Graduate Institute of Medical Education and Research, Chandigarh Rules, 1967, for sub-rule (3) of rule 7, the following sub-rule shall be substituted, namely:—

"(3) Appointment to the post of Director shall be made by the Institute with the prior approval of the Central Government."

[No. F. 2-8/69-ME(PG).]

R. N. MADHOK, Jt. Secy.

(Department of Health)

New Delhi, the 16th June 1969

S.O. 2481.—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1945, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 10th September, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government:—

Draft Rules

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2. In the Drugs and Cosmetics Rules, 1945 for the existing Schedule N, the following shall be substituted:—

SCHEDULE 'N'

[See Rules 64(1)]

List of minimum equipment for the efficient running of a Pharmacy

I. Entrance.—The front of a pharmacy shall bear an inscription "Pharmacy".

II. Premises.—The premises of pharmacy shall be separated from rooms for private use. The premises shall be well-built, dry, well-lit and ventilated and, of sufficient dimensions to allow the goods in stock, especially medicaments and poisons to be kept in a clearly visible and appropriate manner. The area of the Section to be used as dispensing department shall not be less than 6 sq. meters for one pharmacist working therein with additional 2 sq. meters for each additional pharmacist. The height of the premises shall be atleast 2.5 meters.

The floor of the Pharmacy shall be smooth and washable. The walls shall be plastered or tiled or oil painted so as to maintain smooth, durable and washable surface devoid of holes, cracks and crevices.

A Pharmacy shall be provided with ample supply of good quality water.

The dispensing department shall be separated by a barrier to prevent the admission of the public.

III. Furniture and apparatus.—The furniture and apparatus of a Pharmacy shall be adapted to the uses for which they are intended and correspond to the size and requirements of the establishment.

Drugs, chemicals, and medicaments shall be kept in a room appropriate to their properties and in such special containers as will prevent any deterioration of the contents or of the contents of containers kept near them. Drawers, glasses and other containers used for keeping medicaments shall be of suitable size and capable of being closed tightly to prevent the entry of dust.

Every container shall bear a label of appropriate size, easily readable, with names of medicaments as given in the Pharmacopoeias.

A Pharmacy shall be provided with a dispensing bench, the top of which shall be covered with washable and impervious material like stainless steel, laminated or plastics, etc.

A Pharmacy shall be provided with a cupboard with lock and key for the storage of poisons and shall be clearly marked with the word "POISON" in red letters on a white background.

Containers of all concentrated solutions shall bear special label or marked with the words "To be diluted".

A Pharmacy shall be provided with the following minimum apparatus and books necessary for making of official preparations and prescriptions:—

Apparatus:—

Balance, dispensing, sensitivity 30 mg.
Beakers, counter, capacity 3 Kgm., sensitivity 1 Gm.
Beakers, lipped, assorted sizes.
Bottles, prescription, graduated, assorted sizes.
Bottles, prescription, ungraduated assorted sizes.
Corks, assorted sizes and tapers.
Cork, extractor.
evaporating dishes; porcelain.
Filter paper.
Funnels, glass.
Litmus paper, blue and red.
Measure glasses cylindrical 10 ml., 25 ml., 100 ml., and 500 ml.
Mortars and pestles, glass.
Mortars and pestles, wedgwood.
Ointment pots with bakelite or suitable caps.
Ointment slab, porcelain.
Pipettes, graduated, 2 ml., 5 ml., and 10 ml.
Ring, stand (retort) iron, complete with rings.
Rubber stamps and pad.
Scissors.
Spatulas, rubber or vulcanite.
Spatulas, stainless steel.
Spirit Lamps.
Glass stirring rods.
Thermometer, 0 to 200°C.
Tripod stand.
Watch glasses.
Water bath.
Water distillation still.
Weights, Metric, 1 mg. to 100 gm.
Wire Gauze.
* Pill finisher, boxwood.
* Pill Machine.
* Pill Boxes.
* Suppository mould.

Books:—

The Indian Pharmacopoeia (Current Edition).
National Formulary of India.
The Drugs and Cosmetics Act, 1940.
The Drugs and Cosmetics Rules, 1945.
The Pharmacy Act, 1948.
The Dangerous Drugs Act, 1930.

IV. General Provisions.—A Pharmacy shall be conducted under the continuous personal supervision of a Registered Pharmacist whose name shall be displayed conspicuously in the premises.

The Pharmacist shall always put on clean white overalls.

The premises and fittings of the pharmacy shall be properly kept and every thing, must be in good order and clean.

All records and registers shall be maintained in accordance with the laws in force.

Any container taken from the poison cupboard shall be replaced therein immediately after use and the cupboard locked. The keys of the poison cupboard shall be kept in the personal custody of a responsible person.

Medicaments when supplied shall have labels conforming to the provisions of laws in force.

NOTE.—The above requirements are subject to modifications at the discretion of the licensing authority, if he is of the opinion that having regard to the nature of drugs dispensed, compounded or prepared by the licensee, it is necessary to relax the above requirements or to impose additional requirements in the circumstances of a particular case. The decision of the licensing authority in that regard shall be final.

These items are to be provided only by those who intend to dispense pills or suppositories as the case may be.

[No. F. 1-17/68-D.]

New Delhi, the 17th June 1969

S.O. 2482.—In exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government, after consultation with the Drugs Technical Advisory Board, hereby makes the following rules further to amend the Drugs and Cosmetics Rules, 1945, the same having been previously published as required by the said sections, namely:—

1. (1) These rules may be called the Drugs and Cosmetics (Second Amendment) Rules, 1969.

(2) They shall come into force on the date of their publication in the official gazette.

2. In the Drugs and Cosmetics Rules, 1945.—

(1) in rule 85, for sub-rule (2), the following clause shall be substituted, namely:—

“(2) A licensee whose licence has been suspended or cancelled may appeal to the State Government within three months of the date of the order”.

(ii) in rule 93, for sub-rule (2), the following clause shall be substituted, namely:—

“(2) A licensee whose licence has been suspended or cancelled may appeal to the State Government within three months of the date of the order”.

[No. F. 1-10/68-D.]

L. K. MURTHY, Under Secy.

(Department of Works, Housing and Urban Development)

(Directorate of Estates)

New Delhi, the 19th June 1969

S.O. 2483.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958) and in partial modification of the notification of the Government of India in the Ministry

of Works, Housing and Supply (Department of Works, and Housing) S.O. No. 3921, dated the 23rd October, 1967 as amended by the Ministry of Works, Housing and Supply, Department of Works and Housing, Notification S.O. No. 90, dated the Thirty-first, December, 1968, the Central Government hereby appoints Shri J. D. Gupta, I.A.S., Estate Officer in the Union Territory of Chandigarh *vice* Shri Gurdip Singh, P.C.S., Assistant Estate Officer, to be the estate officer for the purposes of the said Act and hereby makes the following further amendment in the said notification namely:—

In the table below the said notification for the entry in column 1 against serial No. 2, the following shall be substituted, namely:

“Shri J. D. Gupta, I.A.S., Estate Officer in the Union Territory of Chandigarh, Chandigarh.”

[No. 21011(4)/68-Pol.]

T. K. BALASUBRAMANIAM.

Dy. Director of Estates & *Ex-Officio* Under Secy.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT & COOPERATION

(Indian Council of Agricultural Research)

New Delhi, the 17th June 1969

S.O. 2484.—In pursuance of Regulation 2 (iv) of the Standing Finance Committee Regulations, the following members of the Governing Body of the Indian Council of Agricultural Research have been elected by that Body as members of the Standing Finance Committee of the Council for the period from the 1st April, 1969 to the 30th May, 1969, or till such time thereafter as their successors are elected thereon, whichever is later:—

1. Shri S. J. Majumdar, Additional Secretary to the Government of India, Ministry of Food, Agriculture, Community Development and Co-operation (Department of Agriculture), New Delhi.
2. Dr. Atma Ram, Director General, Council of Scientific and Industrial Research and *Ex-Officio* Secretary to the Government of India, Ministry of Education and Youth Services, New Delhi.

[No. 35(1)/69-CDN(I).]

P. S. HARIHARAN, Addl. Secy..

खाद्य, कृषि, सामुदायिक विकास तथा सहकारिता मंत्रालय

(भारतीय कृषि अनुसंधान परिषद्)

नई दिल्ली, 17 जून 1969

एस० ओ० 2485.—स्थायी वित्त समिति के नियमों के नियम 2(IV) के अनुसार भारतीय कृषि अनुसंधान परिषद् की शासी निकाय के निम्नलिखित सदस्य उसी निकाय द्वारा परिषद् की स्थायी वित्त समिति के, 1 अप्रैल, 1969 से 30 मई, 1969 तक अथवा उनके उत्तराधिकारी चुने जाने तक, जो भी बाद में हो, सदस्य चुने गये हैं :—

1. श्री एस० जे० मजुमदार, अवर सचिव, भारत सरकार, खाद्य, कृषि, सामुदायिक विकास तथा सहकारिता मंत्रालय (कृषि विभाग) नई दिल्ली।
2. डा० आत्मा राम, महनिदेशक, वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद् तथा पदेन सचिव भारत सरकार, शिक्षा एवं युवक सेवा मंत्रालय, नई दिल्ली।

[मं० 35(1)/69-समन्वय (1)]

पी० एस० हरिहरन, अपर सचिव

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 13th June 1969

S.O. 2486.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all their language versions to be of the description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-Section (4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
1	2	3	4	5	6
1	Ghar Ghar Deep Jale (Hindi)	294.00 M	Director of Publicity, Govt. of Maharashtra, Film Centre, 68-Tardeo Road, Bombay- 34.		Documentary film (for release in Maharashtra Circuit).
2	Tapascharye Che Phal (Marathi)	496.21 M		-do-	Film intended for edu- cational purposes (for release in Maharashtra circuit).
3	Prarthana Samaj (Marathi)	407.00 M		-do-	-do-

[No. F. 24/1/69-FP App.1361.]

BANU RAM AGGARWAL, Under Secy.

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 13 जून 1969

एस० नो० 2487.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एनद्द्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2

में दी गई फिल्मों को उनके सभी भाषाओं के रूपान्तरों सहित जिनका विवरण प्रत्येक के सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चरित्र अधिनियम, 1952 (1952 का 37वां) केन्द्रीय अधिनियम की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम अधिनियम) 1953 (1953 का 11वां) बम्बई अधिनियम की धारा 5 की उपधारा (3) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है -या समाचार और मासिक घटनाओं की फिल्म है या डाकु मैत्री फिल्म है।
(1)	(2)	(3)	(4)	(5)	(6)
(1)	घर घर वीप जले (हिन्दी)	294.00 मीटर	प्रचार निदेशक, महाराष्ट्र-सरकार, 68-तारदेव रोड, बम्बई-34		डाकुमैत्री फिल्म (केवल महाराष्ट्र सर्किट के लिये)
(2)	तपसचर्या चे फल (मराठी)	496.21 मीटर		-तदेव-	शिक्षा सम्बन्धी फिल्म (केवल महाराष्ट्र सर्किट के लिये)
(3)	प्रार्थना समाज (मराठी)	407.00 मीटर		-तदेव-	-तदेव-

[सं० फ० 24/1/69-एफ० पी० परिशिष्ट 1361]

बानू राम अप्पवाल, अवसर सचिव।

DEPARTMENT OF COMMUNICATIONS**(P. and T. Board)***New Delhi, the 17th June 1969*

S.O. 2488.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16th July, 1969 as the date on which the Measured Rate System will be introduced in BILLIMORA Telephone Exchange, Gujarat Circle.

[No. 5-41/69-PHB(5).]

HAR KISHAN SINGH,

Assistant Director General (PHA).

संचार विभाग**(डाक-तार बोर्ड)**

नई दिल्ली, 17 जून, 1969

एस० नो० 2489.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च 1960 द्वारा लागू किये गये 1951 के भारतीय तार नियमों के नियम 434 के खण्ड iii के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बिल्ली मोरा टेलीफोन केन्द्र में 16-7-1969 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-41/69पी० एस० बी० (5)]

हर किशन सिंह,

सहायक महानिदेशक (पी० एच० बी०)।

MINISTRY OF SHIPPING AND TRANSPORT**(Directorate General of Shipping)****ORDER***Bombay, the 11th June 1969*

S.O. 2490.—In pursuance of note (3) of the schedule to the notification of the Government of India in the Ministry of Transport and Shipping relating to scales of provision for seamen, No. S.O. 2169, dated 21st June, 1967, and in furtherance of the order of the Director General of Shipping, No. 9(21)-CRA/67, dated the 8th May, 1969, I, K. C. Madappa, Director General of Shipping, hereby order that, for a period of six months with effect from the 12th June, 1969 the total daily scale of cereal rations of 570 grams shall stand amended to 350 grams rice and 170 grams wheat, if procurement is made in India.

2. As a compensation for the reduction of 50 grams in the rice rations, the scale of other items shall be increased per day as under for each unit of 25 grams:—

- 10 grams of fresh fish, or
- 3 grams of meat, or
- 50 grams of dry vegetables, or
- 25 grams of fresh vegetables

[No. 9(21)-CRA/67.]

K. C. MADAPPA,

Director General of Shipping.

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS**(Department of Mines and Metals)***New Delhi, the 21st June 1969*

S.O. 2491.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Metals No S.O. 2479, dated the 5th August, 1966, published at pages 2415 to 2421 in Part II—Section 3, Sub-section (ii) of the Gazette of India, dated the 20th August, 1966.

[No. C2-24(2)/64.]

K. SUBRAHMANYAN, Under Secy.

(Department of Petroleum and Chemicals)**ORDERS***New Delhi, the 13th June 1969*

S.O. 2493.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Light Diesel Oil, the Government of the State of Gujarat may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any Main Port Installation at Okha of any oil distributing company, for the equitable distribution of Light Diesel Oil within the State to the extent of the stocks actually held in the depot at any time.

[No. F.45(5)/69-IOC(I).]

S.O. 2493.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Light Diesel Oil, the Government of the State of Gujarat may, without the previous approval of the Central Government, issue directions to the Officer-in-charge of any Main Port Installation at Kandla of any oil distributing company for the equitable distribution of Light Diesel Oil within the state upto 25 per cent of stocks actually held in the Installation, immediately before the issue of such directions:

Provided that the total quantity of Light Diesel Oil covered by such directions shall not exceed 2,000 tonnes in a month.

[No. F.45(5)/69-IOC(II).]

P. P. GUPTA, Under Secy.

MINISTRY OF SHIPPING AND TRANSPORT**(Transport Wing)****MERCHANT SHIPPING***New Delhi, the 13th June 1969*

S.O. 2494.—In exercise of the powers conferred by sub-section (1) of section 218 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3906, dated the 25th October, 1968, namely:—

In the said notification, under the heading "Members", for the existing entries against Serial Number 32, the following entries shall be substituted namely:—

"Shri N. Latif,
Owners/Agents' Committee
(Crew),
4, Ballard Road, Ballard Estate,
Bombay-1.

Representative of
Shipowners".

[No. 14-MT(12)/68.]
RAM KISHORE, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 13th June 1969*

S.O. 2495.—Whereas the Central Government was satisfied that Government Dairy Factory was situated in Haringhata area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Nadia in the State of West Bengal;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 136, dated the 8th January, 1962;

And, whereas the Central Government is satisfied that the insurable population of the Haringhata area in the district of Nadia in the State of West Bengal has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:—

In the Schedule to the said notification, in the entries relating to Nadia in Serial No. 10, the entry "Haringhata" in column 3 and the corresponding entry in column 4 shall be omitted.

[No. F. 6/18/69-HI.]

New Delhi, the 17th June 1969

S.O. 2496.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Central Jail Woollen Factory, Bhagalpur (Bihar), in an implemented area, hereby exempts the said factory from the payment of the employers' special contribution leviable under Chapter VA of the said Act for further period of one year up to and inclusive of the 19th April, 1970.

[No. F. 6(3)/68-HI.]

S.O. 2497.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Assam Government Branch Press, Gauhati in an implemented area, hereby exempts the said Press from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 28th February, 1970.

[No. F. 6(14)/68-HI.]

S.O. 2498.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Public Works Department Workshop, Bhopal in an implemented area, hereby exempts the said workshop from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 9th January, 1970.

[No. F. 6/24/69-HI.]

S.O. 2499.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Government Automobile Workshops at Madurai and Salem in implemented areas, hereby exempts the said workshops from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 5th January, 1970.

[No. F. 6/25/69-HI.]

S.O. 2500.—In exercise of the powers conferred by section 73A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Yeravda Prison Press and the Government Photozinc Press, Poona, in an implemented area, hereby exempts the said Presses from the

payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of six months up to and inclusive of the 30th September, 1969.

[No. F. 6/31/69-HI.]

S.O. 2501.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Jamalpur Drainage Pumping Station and the New Suburban Drainage Pumping Station belonging to the Municipal Corporation of Ahmedabad, in an implemented area, hereby exempts the said factories from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 31st May, 1970

[No. F. 6(51)/68-HI.]

S.O. 2502.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Central Workshop, Laundry and Prosthetic and Orthotic Workshop belonging to the All India Institute of Medical Sciences, Ansari Nagar, New Delhi, in an implemented area, hereby exempts the said Workshops from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a period of one year up to and inclusive of the 9th March, 1970.

[No. F. 6(74)/68-HI.]

S.O. 2503.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Konda Silk Throwing Factory, T. No. 989, Anaient Road, Wallajahpet, North Arcot District, Tamilnadu have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st May, 1969.

[No. 8/48/69-PF. II.]

श्रम, नियोजन और पुनर्वासि मंत्रालय

(श्रम और नियोजन विभाग)

नई दिल्ली 17 जून, 1969

का० आ० 2504.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री कोन्डा सिल्क थ्रोईंग फैक्टरी, टी० नं० 989, अनाईयेंट रोड, वल्लजहपेट, नार्थ अरकाट जिला, तामिलनाडु नामक स्थान से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को 31 मई, 1969 से एतद्द्वारा लागू करती है।

[सं० 848/69/म० नि०]

S.O. 2505.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dial Tool Company, Factory Area, Palla-2 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of November, 1968.

[No. 8/187/68/PF. II.]

का० आ० 2506—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डायल टूल कम्पनी फैक्टरी एरिया, पटियाला-2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

अधिसूचना 1968 के नवम्बर के 30 वें दिन को प्रवृत्त हुई समझी जायेगी।

[सं० 8/187/68 भ० नि०-2]

S.O. 2507.—Whereas Messrs Dodsall (Private) Limited, Mafatlal House, Back-bay Reclamation, Bombay (hereinafter called the said establishment) were granted exemption from the Employees' Provident Funds Scheme, 1952, under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952) by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3148, dated the 29th August, 1967;

And, whereas the employers in relation to the said establishment have expressed their willingness to surrender the exemption voluntarily and have requested for cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby cancels, with immediate effect, the said exemption.

[No. 11/1/69-PF-II.]

का० आ० 2508—यतः मैसर्स डोडसल (प्राइवेट) लिमिटेड, मफतलाल हाउस, बैकबे रिक्लेमेशन, मुम्बई-1 (जिसे इससे इसके पश्चात् उक्त स्थापन कहा गया है) को कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन कर्मचारी भविष्य निधि स्कीम, 1952 से भारत सरकार के श्रम, नियोजन और पुनर्वास मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना सं० का० आ० 3148 तारीख 29 अगस्त, 1967 द्वारा छूट दी गई थी;

और यतः उक्त स्थापन के सम्बन्ध में नियोजकों ने उस छूट को स्वैच्छया अर्पित कर देने की अपनी रजामन्दी अभिव्यक्त की है और उक्त छूट को रद्द करने की प्रार्थना की है;

अतः, अब, उक्त अधिनियम की धारा 17 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त छूट एतद्वारा रद्द करती है, जिसका तुरन्त प्रभाव होगा।

[सं० 11(1)/69 भ० नि०-2]

S.O. 2509.—Whereas Messrs Indmag Private, Limited, 'Corinthian' No. 17, Arthur Bunder Road, Colaba, Bombay-5, (hereinafter called the said establishment) were granted exemption from the Employees' Provident Funds Scheme, 1952, under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3141, dated the 29th August, 1967;

And, whereas the employers in relation to the said establishment have expressed their willingness to surrender the exemption voluntarily and have requested for cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby cancels, with immediate effect, the said exemption.

[No. 11/1/69/PF-II.]

का० आ० 2510:—यतः मेसर्स इन्डमग प्राइवेट लिमिटेड "कोरीनाथियन", नं० 17, आर्थर बन्डर रोड, कोलाबा, मुम्बई-5 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) को कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन कर्मचारी भविष्य निधि स्कीम, 1952 से भारत सरकार के श्रम, नियोजन और पुनर्वासि मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना संख्या का० आ० 3141, तारीख 29 अगस्त, 1967 द्वारा छूट दी गई थी;

और यतः उक्त स्थापन के सम्बन्ध में नियोजकों ने उस छूट को स्वेच्छया अभ्यर्पित कर देने की अपनी रजामन्दी अभिव्यक्त की है और उक्त छूट को रद्द करने की प्रार्थना की है;

अतः, अब, उक्त अधिनियम की धारा 17 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त छूट एतद्वारा रद्द करती है, जिसका तुरन्त प्रभाव होगा।

[सं० 11(1)/69-भ० नि०-2]

S.O. 2511.—Whereas Messrs Bharatex Private Limited, Mafatlal House, Backbay Reclamation, Bombay-1 (hereinafter called the said establishment) were granted exemption from the Employees' Provident Funds Scheme, 1952, under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3142, dated the 29th August, 1967;

And, whereas the employers in relation to the said establishment have expressed their willingness to surrender the exemption voluntarily and have requested for cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby cancels, with immediate effect, the said exemption.

[No. 11(1)/69-PF-II.]

का० आ० 2512:—यतः मेसर्स भारटेक्स लिमिटेड, मफतलाल हाउस, बैकबे रिक्लेमेशन, मुम्बई-1 को कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन कर्मचारी भविष्य निधि स्कीम, 1952 से भारत सरकार के श्रम, नियोजन और पुनर्वासि मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना सं० का० आ० 3142, तारीख 29 अगस्त, 1967 द्वारा छूट दी गई थी;

और यतः उक्त स्थापन के सम्बन्ध में नियोजकों ने उस छूट को स्वेच्छया अभ्यर्पित कर देने की अपनी रजामन्दी अभिव्यक्त की है और उक्त छूट को रद्द करने की प्रार्थना की है;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त छूट एतद्वारा रद्द करती है, जिसका तुरन्त प्रभाव होगा।

[सं० 11(1)/69-म० नि०-2]

दलजीत सिंह, धवर सचिव,।

New Delhi, the 18th June 1969

S.O. 2513.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Patna Installation of the Indian Oil Corporation Limited and the Gauhati Installation of the Indian Oil Corporation Limited from all the provisions of the said Act for a period of one year with effect from the date of publication of the notification in the Official Gazette.

[No. F. 6(92)/68-HI.]

New Delhi the 20th June 1969

S.O. 2514.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Borstal School, Palayamkottai belonging to the Jail Department of the Government of Madras in an implemented area, hereby exempts the said School from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 9th February, 1970.

[No. F. 6(8)/68-HI.]

S.O. 2515.—In exercise of the powers conferred by Section 14 of the Maternity Benefit Act, 1961 (53 of 1961), the Central Government hereby appoints Shri P. S. Murmu, Assistant Inspector Labour Welfare, as an Inspector for the purposes of the said Act in respect of all the Coal Mines in India.

[No. F. 84/3/68-Fac.II.]

New Delhi, the 21st June 1969

S.O. 2516.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the Bus Depot at Poisar, Kandivli (West) Bombay belonging to the Bombay Electric Supply and Transport Undertaking, Bombay in an implemented area, hereby exempts the said factory from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 19th February, 1970.

[No. F. 6(16)/68-HI.]

S.O. 2517.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Eluru Water Works Pumping Supply Station, Eluru, West Godavari District, Andhra Pradesh in an implemented area, hereby exempts the said works from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a period of one year up to and inclusive of the 28th February, 1970.

[No. F. 6(18)/68-HI.]

S.O. 2518.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Sanitary Store Workshop of the New Delhi Municipal Committee in an implemented area, hereby exempts the said workshop from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a period of one year up to and inclusive of the 6th January, 1970.

[No. F. 6(23)/69-HI.]

S.O. 2519.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, (34 of 1948), the Central Government, having regard to the location of the Sewage Purification Plant, Colaba, Bombay, owned by the Bombay Municipal Corporation in an implemented area, hereby exempts the said

Plant from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period of one year up to and inclusive of the 2nd April, 1970.

[No. 6(32)/69-HI.]

S.O. 2520.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Police Automobile Workshops at Bikaner and Jodhpur in an implemented area hereby exempts the said workshops from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a period up to and inclusive of 30th June, 1969.

[No. F. 6(47)/67-HI.]

S.O. 2521.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Bombay Electric Supply and Transport Undertakings Bus Garage at Wadala, Bombay in an implemented area, hereby exempts the said factory from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period up to and inclusive of the 9th June, 1970.

[No. F. 6(48)/67-HI.]

CORRIGENDUM

New Delhi, the 19th June 1969

S.O. 2522.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2067, dated the 21st May, 1969, published in the Gazette of India, Part II—Section 3—Sub-section (ii), dated the 31st May, 1969, at page 2208, in the fifth line after "Inspector", insert "for the whole of the State of Mysore".

[No. 20(17)/69-PF.I.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 13th June 1969

S.O. 2523.—An account of all sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund for the year 1965-66 is hereby published in the prescribed form :—

Account of sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund during the year ending 31st March 1966.

Receipts			Expenditure		
Amount	Progress of receipts upto the end of 1965-66		Amount	Progress of expenditure up to the end of 1965-66	
1	2	3	4	5	6
	Rs.	Rs.		Rs.	Rs.
1. Advances of Premium	29,75,276.00	29,75,276.00	1. Compensation under the Personal Injuries (Compensation Insurance) Scheme.	..	..
2. Advances from General Revenues under Section 12(3).	..	..	2. Remuneration and expenses of Government agent and cell of forms.	80,000.00	80,000.00
3. Miscellaneous Receipts.	..	..	

1	2	3	4	5	6
	Rs.	Rs.		Rs.	Rs.
			3. Expenses of the staff employed to do the work in the States and at the Headquarters of the Central Government.	..	..
			4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.	..	..
			5. Repayments of advances made under Clause 12 of the Personal Injuries (Compensation Insurance) Scheme.	..	..
			6. Miscellaneous Expenditure (showing details if necessary)	..	..
	29,75,276.00	29,75,276.00		80,000.00	80,000.00

[No. 5/22/69/Spl.Fac.II(i).]

S.O. 2524.—An account of all sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund for the year 1966-67 is hereby published in the prescribed form :—

Account of sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund during the year ending 31st March 1967.

Receipts			Expenditure		
	Amount	Progress of receipts up to the end of 1966-67		Progress of receipts up to the end of 1966-67	
1	2	3	4	5	6
	Rs.	Rs.		Rs.	Rs.
1. Advance of Premium.	32,48,854.69	62,24,130.69	1. Compensation under the Personal Injuries (Compensation Insurance) Scheme.	..	..
2. Advances from General Revenues under Section 12(3).	..	..	2. Remuneration and expenses of Government Agent and cost of forms	1,00,000.00	1,80,000.00
3. Miscellaneous Receipts.	..	..	3. Expenses of the staff employed to do the work in the States and at the Headquarters of the Central Government.	..	..

1	2	3	4	5	6
	Rs.	Rs.	4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.	Rs.	Rs.
			5. Repayments of advances made under Clause 12 of the Personal Injuries (Compensation Insurance) Scheme.	..	..
			6. Miscellaneous Expenditure (showing details if necessary).	..	..
	32,48,854.69	62,24,130.69		1,10,000.00	1,80,000.00

[No. 5/22/69-Spl.Fac.II(ii)]

S.O. 2525.—An account of all sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund for the year 1967-68 is hereby published in the prescribed form :—

Account of sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund during the year ending the 31st March, 1968.

Receipts				Expenditure			
	Amount	Progress of receipts up to the end of 1967-68		Amount	Progress of expenditure up to the end of 1967-68		
1	2	3	4	5	6	7	8
1. Advance of Premium	Rs. 5,94,243.47	Rs. 68,18,374.16		1. Compensation under the Personal Injuries (Compensation Insurance) Scheme.		Rs.	Rs.
2. Advances from General Revenues under Section 12(3).	..	..		2. Remuneration and expenses of Government Agent and cost of forms	80,000.00	2,60,000.00	
3. Miscellaneous Receipts.	..	..		3. Expenses of the staff employed to do the work in the States and at the Headquarters of the Central Government.	..	..
				4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.	..	..

1	2	3	4	5	6	7	8
		Rs.	Rs.	5. Repayments of advances made under Clause 12 of the Personal Injuries (Compensation Insurance) Scheme.		Rs.	Rs.
				6. Miscellaneous Expenditure (showing details if necessary).		..	..
						80,000.00	2,60,000.00

[No. 5/22/69-Spl.Fac.II(iii)]

B. K. SAKSENA, Under Secy.

(Department of Labour and Employment)*New Delhi, the 13th June 1969*

S.O. 2526.—In exercise of the powers conferred by sub-rule (3) of rule 1 of the Mines Vocational Training Rules, 1966, the Central Government hereby appoints the 1st day of September 1969, as the date on which the provisions of rule 9 shall come into force in respect of all categories of persons employed in mines other than those who were in employment in mines for a period not exceeding one year on the 1st June, 1968.

[No. 34/5/66/MI.]

J. D. TEWARI, Under Secy.

(Department of Labour and Employment)*New Delhi, the 18th June 1969*

S.O. 2527.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Khas Joyrampur Colliery, Post Office Khas Jeenagora, District Dhanbad and their workmen, which was received by the Central Government on the 4th June, 1969.

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3)
AT DHANBAD**

REFERENCE No. 74 OF 1968**PRESENT:**

Shri Sachidanand Sinha, M. A. M. L., Presiding Officer.

PARTIES:

Employers in relation to the Khas Joyrampur Colliery.

Vs.

Their Workmen.

APPEARANCES:

For employers—Shri S. S. Mukherjee, Advocate & Executive Committee member ICOA.

For workmen—Shri H. N. Singh, Vice President, Koyala Mazdoor Panchayat.

INDUSTRY: Coal.**STATE:** Bihar.*Dhanbad, the 27th May, 1969.*

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Khas Joyrampur Colliery, Post Office Khas Jeenagora, District Dhanbad and their workmen, by its order No. 2(186)/68-LRII dated the 19th of January, 1967 referred under section 10(1)(d) of the Industrial Disputes Act, 1947 to the Central Government Industrial Tribunal, Dhanbad for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

"Whether the management of Khas Joyrampur Colliery of Messrs Khas Joyrampur Colliery Company (Private) Limited, was justified in retrenching the following workmen with effect from the 13th August, 1966.

Sl. No.	Name of the worker	Designation
1	Sri Sheo Pujan Chamar	H. Khalasi.
2	„ Parmeshwar	Tagger Khalasi
3	„ Chaitram Singh	H. Khalasi
4	„ Gauri Shankar	Do.
5	„ Ram Adhar Singh	Do.
6	„ Barho Beldar	Pump Khalasi
7	„ Girija Nandan Jha	Do.
8	„ Nageswar Singh	Do.
9	„ Ram Ahar	Pump Khalasi
10	„ Guni Gope	Do.
11	„ Faujar Singh	Do.
12	„ Kauldeo Singh	Do.
13	„ Amaldeo Rai	Do.
14	„ Basdeo Paswan	Do.
15	„ Radha Raman Singh	Do.
16	„ Duth Nath Singh	Do.
17	„ Ramdeo Tewari	Do.
18	„ Shyamapado Chakravorty	Do.
19	„ Ch. Nirsu Narayan Singh	Do.
20	„ Prahu Nath	Do.
21	„ Sawalu Singh	Do.
22	„ Baliram Das	Do.
23	„ Ram Nawaji Gope	Do.
24	„ Prasuram Singh	Do.
25	„ Dhanch Pd. Kurmi	Do.
26	„ Ram Nath Singh	Do.
27	„ Sukhdeo	Do.

If not, to what relief are the workmen entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 4 of 1967 on its file. While it was pending there the Central Government, by its order No. 8/25/67-LRII dated the 8th of May, 1967 transferred the dispute to the Central Government Industrial Tribunal, No. 2, Dhanbad where it was registered as reference No. 203 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been renumbered as reference No. 74 of 1968.

3. The employers filed the written statement on 17th March 1967 and the Koyla Mazdoor Panchayat filed the written statement on behalf of the workmen on 11th September 1968. It is unnecessary to state the respective cases of the parties because the dispute has been settled amicably. They have filed a

memorandum of compromise at annexure 'A'. According to the terms of compromise all the workmen named in the Schedule have accepted retrenchment compensation as laid down under section 25F of the Industrial Dispute Act, 1947. Out of 27 workmen named in the schedule the workmen mentioned in serial No. 2, 5, 17, 18, 25 and 22 have already been taken back by the management. The management has also taken back the workmen mentioned in Sl. No. 1, 7, 11, 13 and 20 but since they got better jobs elsewhere they voluntarily left the jobs. Shri Baro Beldar workman mentioned in Serial No. 6 is suffering from T B and is unfit to work. The management also undertook not to employ any new hand as pump khalasi unless the workmen mentioned in serial No. 3, 4, 8, 9, 10, 12, 14, 15, 16, 19, 21, 23, 24, 26 and 27 are taken back on their respective jobs. The compromise is reasonable and fair and is accepted. Accordingly an award is made in terms of the memorandum of settlement, a copy of which is annexed with the award.

4 This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. (3), DHANBAD.

REFERENCE No. 74 OF 1968

Between the Employers in relation to Khas Joyrampur Colliery of M/s. Khas Joyrampur Colliery Co. (P) Ltd, P. O. Jharia, Distt. Dhanbad.

AND

Their workmen represented by the Koyala Mazdoor Panchayat, Jharia.

Memorandum of settlement.

Due to certain mining difficulties a section of this mine was closed. That due to which about 400 persons had to be retrenched. That this retrenchment was followed by another retrenchment of 27 workmen named in the schedule of this Reference.

The union contested the bonafide of this retrenchment. This matter was taken up in conciliation and a reference was made before this Tribunal.

That in the interest of mutual good relations and industrial peace discussions were held between the management's representative and the union and it was decided to compromise this dispute on the following terms and conditions.

Terms and conditions.

- (1) All the workmen named in the schedule have accepted retrenchment compensation as laid down under section 25F of the I.D.A. Act.
- (2) Out of 27 workmen named in the schedule the following workmen have already been taken back by the management.

Name of the workman.	Sl. No. in the schedule.
1. Parmeshwar Thakur	2
2. Ramadhar Singh	5
3. Ramdeo Tiwari	17
4. Shyama Pada Chakravarty	18
5. Danesh Pd. Kurmi	25
6. Bali Ram Das	22

The following workmen were taken back on the dates shown against their names but since they got higher jobs elsewhere they voluntarily left the jobs.

Name of the workman.	Sl. No. in the Schedule	Date.
1. Sheopujan Chamar	1	22-9-66
2. Ginja Nanjan Jha	7	26-2-68
3. Faujar Singh	11	13-10-67
4. Amileo Rai	13	29-12-67
5. Prabh Nath	20	29-12-67

(4) Shri Baro Beldar is suffering from T. B. and is unfit to work.

(5) The management undertakes not to employ any new hand as pump khalasi unless the following retreating workmen are taken back on their respective jobs.

Name of the workman.	Sl No. in the Schedule
1. Chandarama Singh	3
2. Gouri Shankar	4
3. Nageshwar Singh	8
4. Ramadhar	9
5. Guni Gope	10
6. Kewal Deo Singh	12
7. Baseo Paswan	14
8. Radharaman Singh	15
9. Dudhnath Singh	16
10. Chota Nirsu Narain Singh	19
11. Sarvalia Singh	21
12. Parsuram Singh	24
13. Ram Niwaj Gope	23
14. Ramnath Singh	26
15. Sukhdeo Singh	27

On Behalf of the Management.

(Sd.) Illegible

On Behalf of the Workmen.

(Sd.) Illegible

Jharia, dated the 22nd May, 1969.

[No. 2/186/66-LRII.]

New Delhi, the 20th June 1969

S.O. 2528.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Katras Choltudih Colliery of Messrs Burrakur Coal Company Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 5th June, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 239 OF 1968

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Katras Choltudih Colliery of Messrs Burrakur Coal Company Limited, Post Office Sijua (District Dhanbad).

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri B. N. Singh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 31st May, 1969

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Katras Choitodih Colliery of Messrs Burrakur Coal Company Limited, Post Office Sijua (District Dhanbad) and their workmen, by its order No. 2/87/67-LR.II, dated 7th July, 1967, referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

"Whether the management of Katras Choitodih Colliery (Post Office Katrasgarh, District Dhanbad) of Messrs Burrakur Coal Company Limited was justified in dismissing from service Shri Nak Nanku Mishra, On-Setter, with effect from the 15th November, 1966. If not, to what relief is the workman entitled?"

2. Employers as well as the workmen filed their statement of demands.

3. On 19th March, 1969, parties filed a compromise memo praying that in terms of the compromise an award may be passed. The compromise memo was duly verified by the affected workman on 23rd April, 1969. He further stated that he has received a total sum of Rs. 1,676/- and that he has no more claim against the employer. As no more dispute is left for adjudication the award is made in terms of the compromise. The compromise memo is annexed herewith and is made part of the award.

(Sd.) N. VENKATA RAO,
Presiding Officer.

Central Government Industrial Tribunal (No. 2) Dhanbad.
BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD.
REFERENCE No. 239 OF 1967

PARTIES:

Employers in relation to Katras Choitodih Colliery

AND

Their workmen represented by the Colliery Mazdoor Sangh, Dhanbad.

Memorandum of Settlement

The parties aforesaid respectfully beg to submit as under:—

1. After negotiation between themselves, the parties have amicably settled the dispute involved in the present Reference on terms and conditions hereinafter stated.

2. In consideration of the past services with the Company of workman concerned, Shri Nanku Misra, ex-Onsetter, the employers will pay to him Rs. 1500/- (Rupees fifteen hundred) only as *ex-gratia* amount and his services with the employers will stand terminated.

3. The workman will be paid his legal dues, if any.

4. The workman will have no other claim on the employers

5. The workman will hand over vacant possession of the Company's quarters, if any, allotted to or occupied by him

6. The parties will bear their own costs of these proceedings.

7. The parties jointly pray that the Tribunal may be pleased to accept this settlement and give its award in terms thereof.

Dated, the 16th March, 1969.

(No. 2), Dhanbad.

(Sd.) Illegible.
For Workman,

For Employers,
(Sd.) Illegible.
Agent, Katras Colliery-

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal,
[No. 2/87/67-LR.II.]

S.O. 2529.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Ashakuty/Phularitand Collieries of Messrs. Ashakuty Coal Company Limited, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 9th June, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT
DHANBAD

REFERENCE NO. 102 OF 1968

PRESENT:

Shri Sachidanand Sinha, M.A., M.L., Presiding Officer.

PARTIES:

Employers in relation to the Ashakuty Phularitand Colliery

AND

Their workmen

APPEARANCES:

For employers—Shri S. S. Mukherjee, Advocate.

For workmen—Shri Lalit Burman, General Secretary.

STATE: Bihar.

INDUSTRY: Coal

Dhanbad, dated the 16th of May 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Ashakuty Phularitand Collieries of Messrs Ashakuty Coal Company Limited, Post Office Katrasgarh, District Dhanbad and their workmen, by its order No. 2/160/68-IRI dated the 21st September, 1968 referred to the Central Government Industrial Tribunal (No. 3), Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

"Whether the action of the management of Ashakuty Phularitand Collieries of Messrs Ashakuty Coal Company Limited, Post Office, Katrasgarh, District Dhanbad in terminating the services of Shri Ram Shankar Sarkar, Shot firer with effect from the 1st April 1968 was justified? If not, to what relief is the workman entitled?"

2. The General Secretary, Bihar Koyala Mazdoor Sabha filed the written statement on behalf of the workman on 18th October, 1968. Their case is that Sri Ram Shankar Sarkar, the concerned workman has been working in the Ashakuty/Phularitand Colliery from 11th October, 1963 being appointed as a Shot firer helper. He also worked as a Pump Khalasi and Fan Khalasi. Later when he obtained a Shot firer's certificate he was given the appointment in the post of the Shot Firer on 28th April, 1967, with the stipulation that if the management in any case fail to provide him with the job of Shot Firer he would have to take up the job of the Fan Khalasi.

3. Sri Ram Shankar Sarkar, the concerned workman along with some other workmen of the colliery took the initiative in forming the Branch of the Bihar Koyala Mazdoor Sabha in the Ashakuty/Phularitand Colliery, which the management did not like and therefore, the management started a policy of victimising the leading workers of the union and in pursuance of that policy the management rendered idle Sri Ram Shankar Sarkar with effect from 29th March, 1968.

4. The concerned workman filed an application to the colliery Manager on 1st April, 1968 praying that he should be allowed to resume his duties. But the management did not allow him to join his duty. Two weeks thereafter the workman received a letter dated 28th March 1968 from the Manager, Ashakuty/Phularitand Colliery containing the order of termination of his service. In the aforesaid notice dated 28th March, 1968, the management did not give any reason to justify the termination of service of the concerned workman. The further case of the union is that even if there was no requirement of the workman's

service as Shot-Firer for the time being, it was obligatory on the part of the management to maintain the workman as a Fan Khalasi according to the terms of his employment. Therefore, according to the union the management's action in terminating the services of the concerned workman with effect from the 1st April, 1968 was unjust. The management acted with a clear *mala fide* intention and was motivated with a spirit of victimisation. The union therefore, prayed that the concerned workman Sri Ram Shankar Sarkar be reinstated with full back wages.

5. The management filed their written statement on 29th October, 1968. Their case is that the concerned workman Sri Ram Shankar Sarkar was an unpaid apprentice and was appointed as a Shot Firer on probation by letter dated 28th April, 1967. His appointment was not however, confirmed. During the period from 28th April, 1967 Sri Ram Shankar Sarkar was working as a Shot Firer, his works were not found satisfactory. The management however, did not want to take any disciplinary measure against Sri Ram Shankar Sarkar and his services were simply terminated by letter dated 28th March, 1968 with effect from 1st April, 1968 and he was offered one month's pay in lieu of his notice as per condition of his service.

6. Therefore, the action of the management in terminating the services of Sri Ram Shankar Sarkar with effect from 1st April, 1968 was *bona fide* and justified as the termination of Sri Ram Shankar Sarkar was a termination simpliciter.

7. It was further contended by the management that they had no knowledge if Sri Ram Shankar Sarkar was a member of Bihar Koyala Mazdoor Sabha or of any union at all.

8. Four witnesses were examined on behalf of the management [MW-1 to MW-4] and 13 items of documents were exhibited on behalf of the management and they are marked as Ext. M-1 to M-13. On behalf of the union one witness was examined viz. Sri Ram Shankar Sarkar, the concerned workman and 7 items of documents were exhibited and these are marked as Ext. W-1 to W-7.

9. The point for consideration is whether the action of the management in terminating the services of the concerned workman Sri Ram Shankar Sarkar, Shot Firer with effect from the 1st April, 1968 was justified?

10. Ext. M-1 is the letter of appointment dated 28th April, 1967. The concerned workman Sri Ram Shankar Sarkar was appointed by the appointment letter (Ext. M-1) dated 28th April, 1967. According to the terms of contract he was appointed as a probationer for six months and that on satisfactory completion of his probationary period he will be confirmed in writing. Ext. M-2 is the letter of termination stating that the services of Sri Ram Shankar Sarkar was terminated with effect from 1st April, 1968 in accordance with the provision of Para 14 of the Standing Order. Para 14 of the standing order runs as follows:—

"Termination of services.—(a) For terminating the services of permanent workman having less than, one year of continuous service as defined in section 2(eee) of the Industrial Disputes Act, 1947, a notice in writing or wages in lieu thereof at the scale indicated below shall be given by the employer:—

(1) For monthly paid workmen one month."

11. The case of the union is that the concerned workman Sri Ram Shankar Sarkar had been working in Ashakuty/Phularitand Colliery from 11th October, 1963, being appointed as a Shot Firer helper and in this connection the union has filed Ext. W-1. Ext. W-1 shows that he was working in the Ashakuty/Phularitand colliery since 11th October, 1963 as Shot-Firer helper. Ext. W-1 is not an appointment letter but it is an authorisation under Coal Mines Regulation 36. According to the management under regulation 18 of the Coal Mines Regulation a person can only be entitled to appear at Shot Firer's examination unless he has practical experience and training in Coal Mine for a period not less than two years. The case of the management is that he was simply an unpaid Mining Apprentice and was getting practical experience for Shot Firer's examination.

12. The management has filed the attendance registers Ext. M-10 to M-12. These registers are proved by MW-3. A. K. Singh, the attendance clerk. Ext. M-10 to M-12 are the attendance registers for the period from January to May, 1967. These are statutory registers maintained under section 48(3) of the Mines Act and Rule 78 of the Mines Rule. These registers show that he was working

as a Mining Apprentice till 27th April, 1967 and from 28th April, 1967 he was working as a Shot-Firer in terms of the appointment letter Ext. M-1.

13. The union has filed Ext. W-6 which is letter dated 29th April, 1967 addressed to the concerned workman Sri Ram Shankar Sarkar by Sri S. R. Mukherjee, the manager of the colliery. In this letter it is stated that in case the management fails to provide him a job of a Shot Firer, the concerned workman Sri Ram Shankar Sarkar will have to take his old job of Fan Khalasi and the scale of pay will be the same as he would receive as a Shot Firer.

14. The case of the concerned workman is based on the letter Ext. W-6. According to the management this was a fabricated letter. The manager Sri Mukherjee is no longer in service in Ashakuty/Phularitand colliery and that he might have issued the above letter after he left the service with intention to help Sri Ram Shankar Sarkar. According to the management it was a forged letter issued by Sri S. R. Mukherjee after he left the service. According to the management before his appointment as Shot Firer he was working as unpaid Apprentice and that he did not work as a Fan Khalasi. The attendance registers filed by the management, also show that prior to his appointment on 28th April, 1967 he was working as a Mining Apprentice. According to his appointment letter (Ext. M-1) he was kept in probationary period for six months during which his services may be terminated without any notice or assigning any reason. But if he had been in service from before he would have never accepted such a position in his appointment letter keeping him on probation for six months. In this view of the case I am not inclined to accept this letter Ext. W-6 as a genuine letter.

15. Therefore, my finding is that the concerned workman Sri Ram Shankar Sarkar was appointed as a Shot-firer on probation on 28th April, 1967 for six months during which his services may be terminated without notice or assigning any reason. Prior to that date he was working as unpaid Mining Apprentice and his services of Shot-firer was terminated by letter dated 28th March, 1968 with effect from 1st April, 1968 under Para 14 of the Standing Orders.

16. The case of the union is that the concerned workman Sri Ram Shankar Sarkar was an active member of the Bihar Koyla Mazdoor Sabha, a union not liked by management and the concerned workman has been victimised for his trade union activities by the management. There is no evidence that the concerned workman was an office bearer of the union. In his oral statement he has simply stated that the management was annoyed with this union and that the management was backing the union of Sheodas Singh.

17. The finding as to victimisation can only be drawn when there is evidence to justify the same and such a finding should not be made either in casual manner or light heartedly. There is no evidence that the management exercised the power arbitrarily. The law on this point has been laid down in the Assam Oil Company v. its workmen, a case reported in 1961 (1) L.L.J., page 587. In that case their Lordship observed that the exercise of the power in question to be valid must always be *bona fide*. It is in this context that the industrial tribunal must consider whether the discharge is *mala fide* or whether it amounts to victimisation or an unfair labour practice or is so capricious or unreasonable as would lead to the inference that it has been passed for ulterior motives and not in *bona fide* exercise of the power conferred by the contract.

18. In other words the management had the contractual right to terminate the services of the employee without assigning any reason therefor. But if the validity of the termination is challenged in an industrial adjudication, it would be competent to the Industrial Tribunal to enquire whether the order of termination has been effected in the *bona fide* exercise of its power conferred by the contract. If the discharge of the employee has been ordered by the management in *bona fide* exercise of its power the Industrial Tribunal will not interfere with it but it is open to the Industrial Tribunal to consider whether the order of termination is *mala fide*. In such a case, it is open to the Industrial Tribunal to interfere with the order of the management and to offer proper relief to the employee.

19. I have already stated above that in this case there is no evidence on the point of victimisation or arbitrariness or on the point that the discharge was *mala fide*.

20. Therefore, my finding is that the management of the Ashakuty/Phularit and colliery was justified in terminating the services of Sri Ram Shankar Sarkar Shot Firer with effect from the 1st April, 1968 and the concerned workman is not entitled to any relief. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

SACHIDANAND SINHA,

Presiding Officer.

[No. 2/160/68-LR.II.]

New Delhi, the 23rd June 1969

S.O. 2536 —In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Jeenagora Coal Company Private Limited, Post Office Khas Jeenagora, and their workmen, which was received by the Central Government on the 9th June, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT
DHANBAD.

REFERENCE NO. 98 OF 1968

PRESENT:

Shri Sachidanand Sinha, M.A., M.L.—*Presiding Officer.*

PARTIES:

Employers in relation to the management of Khas Jeenagora Colliery of
Messrs Khas Jeenagora Coal Company Private Limited,

Vs.

Their workmen.

APPEARANCES:

For employers.—Shri S. S. Mukherjee, Advocate and member executive committee I.C.O.A.

For workmen.—Shri H. N. Singh, Vice President, Koyala Mazdoor Panchayat.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, the 30th of May 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Management of Khas Jeenagora Colliery of Messrs Khas Jeenagora Coal Company Private Limited, Post Office Khas Jeenagora District Dhanbad and their workmen, by its order No. 2/126/68-LR.II dated the 17th of August 1968 referred under section 10(1) (d) of the Industrial Disputes Act 1947 to this Tribunal for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

“Whether the management of Khas Jeenagora Colliery, Post Office Khas Jeenagora, District Dhanbad is justified in stopping Sarvashri Mahabir Mahato, Bhiman Mahato, Sibhu Bhuia, Keso Bhuia and Shiv Lal Kewat, from work with effect from the 25th December, 1967? If not to what relief are these workmen entitled?

2. The Koyala Mazdoor Panchayat filed the written statement on 7th September, 1968, on behalf of the workmen. Their case is that the concerned workmen are the workers of the Khas Jeenagora Colliery of Khas Jeenagora Coal Co. (P) Ltd. and that these workmen had been working in this colliery for over last 10 years. In the year 1965 the present owner became the owners of neighbouring collieries known as Central Jeenagora and New Jeenagora collieries. The present management having acquired ownership of all these three collieries amalgamated them into one unit and were running the colliery in the name and style of Khas Jeenagora colliery with ownership as Khas Jeenagora Coal Co., (P) Ltd. The concerned workmen worked in the amalgamated unit.

3. On 16th December, 1967, the management served a notice on 85 workmen announcing their desire to close down the undertaking namely Khas Jeenagora colliery with effect from 18th December, 1967, on the ground that the colliery is inundated. In the said retrenchment list of 16th December, 1967, no coal cutter has been named as to be retrenched.

4. The concerned workmen went to the colliery on 23rd December, 1967, to receive their earned weekly wages when they were asked by the management to sign on a blank paper which they refused to do so. Thereupon they were denied their weekly wages and were stopped from work with effect from 25th December, 1967, which was the next working day. No case for stoppage of work of these concerned workmen was made known to them since then. According to the union the action of the management in stopping work of these coal cutters was unjustified, illegal and wrong and therefore, they claim to be re-instated with full back wages. Their further case is that since they are the members of Koyala Mazdoor Panchayat a union not liked by the management and which was voicing grievances of the workmen and therefore, the management stopped them from work as a way of victimisation.

5. The management filed their written statement on 26th September, 1968. Their case is that the Khas Jeenagora Colliery was a seasonal mine and under the order of the Department of Mines the colliery used to remain closed from June to October every year. The Khas Jeenagora colliery was closed in June, 1967, and on account of the flooding of the seams Khas Jeenagora colliery could not be re-started thereafter. The Khas Jeenagora Colliery is continuing to remain closed since June, 1967, and it has not been restarted since then and since the Khas Jeenagora Colliery is closed the present reference is not valid and is without jurisdiction.

6. On facts the case of the management is that the concerned workmen after the closure of Khas Jeenagora Colliery, were transferred to work at Central Jeenagora Colliery and the concerned workmen voluntarily remained absent without information or previous permission for which letters dated 27th December, 1967, were issued to them individually asking them to resume duties within 7 days and that when the workmen did not join duties as directed in the above letters, another letter dated 10th January, 1968, was issued to the workmen individually asking them to resume their duties by 17th January, 1968, failing which their services will stand terminated and they were also offered one week's wages. Except Sri Shiv Lal Kewat workman mentions in sl. No. 5 who resumed his duties on 15th January, 1968, no other workmen reported for duties and therefore, the services of the 4 other workmen stood terminated by letter dated 10th January, 1968. The concerned workmen were not stopped from their work from the 25th December, 1967. Therefore, according to them the concerned workmen are not entitled to any relief.

7. The management examined one witness namely Sri B. B. Singh, Personnel Officer of the colliery and 9 items of documents were exhibited on behalf of the management and they are marked as Ext. M-1 to M-9. On behalf of the workmen WW1 Sri Mahabir Mahato, workmen mentioned in serial No. 1 of the reference and W-W 2 Ram Sharan Singh, Secretary, Koyala Mazdoor Panchayat were examined. No document was filed on behalf of the workmen.

8. On the point of validity of the present reference it was submitted before me that the Khas Jeenagora Colliery was closed in June, 1967 on account of the flooding of the seam and that the Khas Jeenagora colliery could not be restarted since then and is still closed. Therefore, according to the management on the date of the reference the Khas Jeenagora colliery was closed and therefore, any dispute arising with reference to an industry which was dead or closed is outside the purview of the Industrial dispute Act, 1947, and as such the present reference is not valid and is without jurisdiction and in this connection they have relied on the case law reported in 1968 Labour and Industrial Cases, page 851.

9. It is admitted that the Khas Jeenagora Colliery was closed with effect from the 15th of June, 1967, and is still closed. The case of the union is that sometime in 1965 the present owners of Khas Jeenagora Colliery became the owners of two other collieries viz. Central Jeenagora and New Jeenagora collieries and the three collieries were amalgamated into one unit and were running the three collieries in the name and style of Khas Jeenagora Coal Company (P) Ltd., and that the concerned workmen were the workers of the amalgamated unit of Khas

Jeenagora Colliery. Ext. M-1 is the letter dated 17th of June, 1967 from the Joint Director of Mines Safety to M/s. Khas Jeenagora Coal Co., (P) Ltd., showing that Khas Jeenagora and Central Jeenagora Collieries were the units of Khas Jeenagora Coal Co., (P) Ltd. Ext. M-2 is the letter from the Secretary, Collieries Voluntary Amalgamation Committee dated 15th July, 1965, to M/s. Khas Jeenagora Coal Co., (P) Ltd., stating that the proposal for voluntary amalgamation of Khas Jeenagora with Central and New Jeenagora collieries is legal, valid and the same is approved. MW-1 Sri B. B. Singh, the Personnel Officer of the colliery has also stated in his evidence that the Khas Jeenagora Colliery was amalgamated with two other collieries viz. Central Jeenagora and new Jeenagora colliery and that the letters from the Mines Department used to be addressed to the Khas Jeenagora colliery and the Central Jeenagora colliery and New Jeenagora colliery were treated as the units of the colliery. He has further stated that after the closure of the Khas Jeenagora colliery all the miners were absorbed in the Central Jeenagora colliery. Therefore, the evidence discussed above goes to show that at the time of the reference the amalgamated unit Khas Jeenagora Coal Co. (P) Ltd., was not closed. The concerned workmen were working in the Central Jeenagora colliery which was a unit of Khas Jeenagora colliery. At the time of the reference the Khas Jeenagora Coal Co. (P) Ltd., was not closed nor it was a dead colliery, but it was an existing mine at the relevant time. The concerned workmen were working in the Central Jeenagora Colliery which was a unit of Khas Jeenagora Coal Co. (P) Ltd., and therefore, the reference is not incompetent and invalid. On the other hand, I hold that the reference is valid and competent and the case law reported in 1968 Labour and Industrial cases, page 851 has got no application with facts of this case.

10. The main point for consideration in this reference is whether the management was justified in stopping the concerned workmen from work with effect from 25th of December, 1967?

11. The management has filed form B register. It shows that the workman mentioned in serial No. 1 Mahabir Mahato was appointed as a miner on 1st October, 1957 (vide serial No. 21), Bhiman Mahato workman mentioned in serial No. 2 was appointed on 1st October, 1957 (vide serial No. 209 of Ext. M-9) and Sibhu Bhula workman mentioned in serial No. 3 was appointed on 12th May, 1959 (vide serial No. 220 of Ext. M-9), Keso Bhula workman mentioned in serial No. 4 was appointed on 20th May, 1965 (vide serial No. 198 of Ext. M-9). All these four concerned workmen are permanent workmen and it has been admitted by NW-1 Sri B. B. Singh. According to the management Sheo Lal Kewat resumed his duties on 15th January, 1968. Sheo Lal Kewat has not come to deny this fact and therefore he is not entitled to any relief.

12. We are therefore, concerned with the workmen mentioned in Serial No. 1 to 4 of the reference. The case of the management is that when these four concerned workmen were absenting from duties from 25th December, 1967, without information and previous permission for which they were served with notices (Ext. M-4 series) and were directed to resume their duties within 7 days failing which it would be presume that they were not at all interested in their service and their services will stand terminated. It is said that these letter were sent under Cert. of posting. (Ext. M-5). The further case of the management is that when these workmen did not turn up inspite of notices (Ext. M-4 series) they were served with another letter (Ext. M-6 series) and in those letters they were asked that if they failed to resume their duties by 17th January, 1968, their service will stand terminated without any further notice and they will be paid wages for one week. Even according to the letter (Ext. M-4 series) the act of the workmen in absenting from duties from 25th December, 1967, without previous permission or information constituted misconduct. According to the Model Standing Orders absent without leave for more than 10 days constitutes a misconduct under clause 14(e) of the Model Standing Orders. For the justification of termination of service the management has relied upon the notice Ext. M-4 and M-6 series. In those letters it was indicated that they were absenting from duty without previous permission or information and that if they did not resume their duties within a certain specified dates their services will be terminated. The management under Model Standing Orders could have started disciplinary action against the absenting workmen and in case of proved misconduct could have dismissed them, but the management did not serve a chargesheet on any of the concerned workmen but expects to get the benefit of disciplinary action without holding any enquiry. These notices Ext. M-4 and M-6 series cannot be substitute for chargesheet and domestic enquiry. Therefore, the services of these concerned permanent workmen were not validly terminated.

13. The employer can not dispense with the services of permanent employees by mere notice. The services of permanent employees can not be terminated in an arbitrary manner. The permanent employees are entitled to be protected in such cases, as the very basis of the security of service which is vital to the employee will be shattered otherwise. When services of employees are terminated and industrial dispute is raised the Industrial Tribunal would be competent to determine whether the termination of service is proper and just as per Standing Orders. Moreover in all these cases there is requirement that the action is bona-fide and the termination of service is not a colourable exercise of the power or a result of victimisation or unfair labour practice.

14. In this view of the case I come to the conclusion that the management was not justified in stopping the concerned workmen S/Shri Mahabir Mahato, Bhiman Mahato, Sibb Bhuia, and Keso Bhuia from work with effect from the 25th December 1967 and therefore, these concerned workmen are entitled to be re-instated along with continuity of service. The workman mentioned in Serial No. 5 Sri Shivalal Kewat is not entitled to any relief.

This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

SACHIDANAND SINHA,
Presiding Officer.
[No. 2/126/68-LRII.]

S.O. 2531.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Khas Mehtadih Colliery of Messrs Khas Mehtadih Colliery Company, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 11th June, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3),
AT DHANBAD

REFERENCE No. 55 of 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L.—*Presiding Officer.*

PARTIES:

Employers in relation to the Khas Mehtadih Colliery.

AND

Their workmen.

APPEARANCES:

For Workmen—Shri P. K. Bose, Advocate.

For Employers—Shri D. Narsingh, Advocate.

INDUSTRY: Coal

STATE: Bihar

Dhanbad, Dated the 2nd June, 1969.

AWARD

1. The Central Government being of opinion that an industrial dispute exists between the employers in relation to the Khas Mehtadih Colliery of Messrs Khas Mehtadih Colliery Company, Post Office Katrasgarh, District Dhanbad, and their workmen by its order No. 2/142/66-LRII, dated the 28th of October, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

“Whether the action of the management of Khas Mehtadih Colliery of Messrs Khas Mehtadih Colliery Company in dismissing from service Shri Ashu Mia, Fireman, with effect from the 5th August, 1966, was justified? If not, to what relief is the workman entitled?”

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as Reference No. 148 of 1966 on its file. While it was pending there the Central Government, by its notification No. 8/25/67-LR11 dated the 8th of May, 1967 transferred the dispute to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as Reference No. 184 of 1967. The Central Government by its subsequent order No. 8/1/68-LR11 dated the 13th of August, 1968 transferred the dispute to this tribunal and here it has been renumbered as Reference No. 55 of 1968.

3. The Colliery Mazdoor Sangh filed the written statement on 18th December 1967 on behalf of the workmen. Their case is that the concerned workman Shri Ashu Mia became a member of this Union and with missionary zeal started furthering the trade union activities of the Union. This activity of his came to be looked down with disfavour by the management and he came to be considered as an eyesore and the management made up its mind to get rid of him by any means.

4. On 8th February, 1966, the Assistant Manager brutally and mercilessly assaulted the concerned workman in question who received injuries as a result thereof. The affected workman approached the management for getting himself admitted for treatment of his injuries at the Central Hospital of the Coal Mines Welfare Organisation, Dhanbad but the management even refused to do that. The management on the other hand issued a chargesheet to the concerned workman of disobeying the lawful orders of the Assistant Manager and abusing and assulting him and suspended him pending enquiry.

5. On the 2nd March, 1966, a show of an enquiry was held in utter disregard of the principles of natural justice. In the enquiry the workman produced the injury report dated 8th February, 1966, from Civil Assistant Surgeon Jogta State Dispensary, before the Enquiry Officer who refused to take it and consider it. The management further chargesheeted the concerned workman on 16th of July, 1966 for continued absence. In this also a show of an enquiry was held and by an order dated 5th August, 1966 the management dismissed the workman in question for misconducts contained in both the chargesheets dated 8th February, 1966 and 16th July 1966. According to the Union this order of dismissal was colourable and mala fide and given with a view to victimise the workman for his trade union activities. According to the Union the dismissal of the concerned workman was illegal and unjustified and prayed that the concerned workman should be reinstated with full back wages with continuity of service.

6. The management filed their written statement on 12th September 1968. According to the management they were not aware as to when the concerned workman had become the member of the Union and in any case the management was not aware of any of his union activities. According to the management Shri Ashu Mian, the concerned workman had been in service of the colliery in different capacities from time to time, one such capacity being that of a spareboiler fireman, though he was not a qualified fireman. At the relevant time, i.e., at the time of his dismissal from service with effect from 5th August, 1966 he was working as a boiler Fireman. It was further submitted that the record of his service was unsatisfactory as during the year 1964 and part of 1965 he had been warned or suspended of various acts of misconduct on different occasions.

7. The concerned workman Shri Ashu Mian disobeyed, abused and assaulted the Assistant Manager on 8th February, 1966. Therefore a chargesheet dated 8th February, 1966, for disobeying, abusing and assulting the Assistant Manager was issued to Sri Ashu Mian. His reply to the chargesheet was found unsatisfactory and therefore a departmental enquiry after due notice to Sri Ashu Mian was held on 2nd March, 1966, in his presence wherein he was given full chance and opportunities to cross-examine the witnesses and defend himself. In this enquiry the misconduct mentioned in the chargesheet was satisfactorily established. The misconduct established against Sri Ashu Mian was of a serious nature and therefore it merited the punishment of dismissal. The enquiry therefore, held in this connection on 2nd March, 1966, was conducted according to the principles of natural justice when the workman was present. It was denied that the concerned workman had produced any injuries report as alleged and therefore, the question of refusing to accept the injury report could not arise.

8. Another chargesheet, dated 16th July, 1966, was issued to Sri Ashu Mian for absents continuously for more than 10 days. On receipt of his reply a departmental enquiry was held on 30th July, 1966, when he was given full chance

and opportunities to cross-examine the management's witnesses and defend himself. In this departmental enquiry the misconduct mentioned in the chargesheet was satisfactorily established and has also merited dismissal of the concerned workman Sri Ashu Mian. The enquiry held into the chargesheet was a proper enquiry conducted according to the principle of natural justice when he was present and had fully participated therein. The misconduct on the part of the concerned workman Sri Ashu Mian as contained in the two chargesheets was established as properly held domestic enquiries and he was dismissed from service with effect from 5th of August, 1966, by an order of that date. In dismissing the concerned workman the management has not acted with any bias or prejudice against him and the management has not exercised its power to dismiss him in any colourable or *malafide* manner nor has it victimised the concerned workman for his trade union activities. The workman's conduct in both the chargesheets was proved at proper domestic enquiries and as the misconduct in any of the two chargesheets had merited the punishment of dismissal under the Standing Orders, the action of the management in dismissing the workman by its letter, dated 5th August, 1966, cannot be lawfully or reasonably challenged. Therefore, according to the management the concerned workman Sri Ashu Mian is not entitled to any relief.

10. The management has examined three witnesses. MW-1 Sri S. N. Yadav, the Personnel Officer of Anas Mentadih Colony. He has proved Ext. M-10 which is a record of past services of Sri Ashu Mian. MW-2 is Sri I. K. Sinha, the Welfare Officer of Anas Mentadih Colony. The enquiry into the chargesheet, dated 6th February, 1966, was conducted by him MW-3 is Sri K. F. Sinha, the Welfare Officer-cum-personnel Officer of Anas Mentadih Colony. He is the enquiring Officer who conducted the enquiry into the chargesheet, dated 16th July, 1966, issued against the concerned workman Sri Ashu Mian. The management also exhibited 24 items of documents and they are marked Ext. M-1 to M-24. On behalf of the union one witness Sri Ashu Mian the concerned workman was examined and 3 items of documents were exhibited and they are marked as Ext. W-1 to W-5.

11. The point for consideration is whether the action of the management in dismissing from service the concerned workman Sri Ashu Mian, fireman was justified?

12. The principles which govern the power of an Industrial Tribunal to interfere with decision of the employer following inquiry made by him have been stated by the Supreme Court in a large number of cases. In *Indian Iron and Steel Co. Vs. Their workmen* (1958) 1 L.L.J. 200, the Supreme Court agreed with the four tests laid down by the Labour Appellate Tribunal seven years earlier, in the *Buckingham & Carnatic Mills Case*, with slight modifications. The Court observed:

"Undoubtedly, the management of a concern has power to direct its own internal administration and discipline; but the power is not unlimited and when dispute arises industrial Tribunals have given the power to see whether the termination of service of a workman is justified and to give appropriate relief. In cases of dismissal on misconduct the tribunal does not, however, act as court of appeal and substitute its own judgement for that of the management. It will interfere.

- (i) When there is a want of good faith,
- (ii) When there is victimization or unfair labour practice,
- (iii) When the management has been guilty of a basic error or violation of a principle of natural justice, and
- (iv) When on the materials, the finding is completely baseless or perverse."

13. A worker who has committed an act of misconduct and against whom his employer wants to take a disciplinary action must be served with a chargesheet setting forth clearly and precisely the particulars of the act of misconduct committed by him. The chargesheet must not be vague. It must cannot the nature of misconduct and enable the worker to meet the charge. The chargesheet must also allow a reasonable period of time to the worker to submit his explanation. The worker must be given a proper opportunity to explain the circumstances alleged against him and to call for his own evidence if any, in defence.

14. Rule of natural justice require that a party should have the opportunity of adducing all relevant evidence on which he relies, that the evidence of the opponent should be taken in his presence, and that he should be given the opportunity of cross-examining the witnesses examined by that party, and that no

materials should be relied on against him without his being given an opportunity of explaining them. With this back-ground let us examine the evidence adduced in this case.

15. Ext. M-1 is the chargesheet dated 8th February, 1966. The concerned workman Sri Ashu Mian was charged for abusing and assaulting Sri R. P. Agrawal, Asstt. manager and also disobeying his order. Ext. M-2 is reply to the chargesheet. Sri Ashu Mian in his reply to the chargesheet has stated that he was discharging his duty properly but was unnecessarily abused and he further alleged that he was assaulted by the Asstt. Manager with the result that he was bleeding. According to him he was innocent, and that he had not assaulted the Asstt. Manager. It is the manager who assaulted and not he. Ext. M-13 is Sri Agrawala's complaint to the Manager dated 8th February 1966. In this letter he had complained that the concerned workman Sri Ashu Mian caught hold of left hand palm and gave a twist and started beating him. Ext. M-13 along with chargesheet dated 8th February 1966 (Ext. M-1) was sent to the Enquiring Officer Sri I. K. Sinha by the manager. Ext. M-5 is the notice of the enquiry intimating that the enquiry will be held on 2nd March 1966 at 4 p.m. Ext. M-11 is the proceeding of the enquiry into the chargesheet dated 8th of February, 1966. In the domestic enquiry eight witnesses were examined on behalf of the management. Ashu Mian, the concerned workman examined himself. Four witnesses were examined on behalf of the concerned workman besides himself. Out of other 4 witnesses WW-3, WW-4 and WW-5 stated that they had not seen Agrawala Saheb beating Ashu Mian. Defence witness No. 2, Khalik Mian stated that Agrawala Saheb had only thrown his Danda on Ashu Mian. During the enquiring proceedings it was not the case of the concerned workman that he declined to do the job of bailing coolie as he was a fireman. It was not the stand of the concerned workman that he will not work as a bailing coolie. His case was that he was doing the job properly but he was unnecessarily abused and assaulted. It was not his case that he made a protest as to why he was allotted the job of bailing coolie. His case was that he was assaulted by the Assistant Manager and the management wrongly and maliciously chargesheeted him. The enquiring officer came to the conclusion that he did not believe the story that Sri Agrawala had assaulted Sri Ashu Mian. In his opinion the concerned workman had invented the story to cover up his own misconduct. I have no reason to interfere with the finding with the enquiring officer.

16. Ext. M-3 is the chargesheet, dated 16th July, 1966. Sri Ashu Mian, the concerned workman was charged for absentsing continuously for more than 10 days without leave or permission. Ext. M-4 is the reply to the chargesheet. Ext. M-6 is the notice of enquiry intimating that the enquiry will be held on 30th July, 1966 at 8 A.M. Ext. M-14 is the proceeding of the enquiry in the second chargesheet dated 16th July, 1966 held on 30th July, 1966. This enquiry was conducted by Sri R. P. Sinha, MW-3. In that enquiry 5 witnesses were examined on behalf of the management. The concerned workman Sri Ashu Mian cross-examined only one witness produced by the management viz., Sri J. C. Dhar, the manager and declined to cross-examine the remaining witnesses. According to the management they verbally directed the workman on 19th of February, 1966 to resume his duties pending the decision on the chargesheet. But the workman refused to carry out the verbal instruction to report for duty on the 19th of February, 1966 and he also refused to accept letter presented to him by hand or through post. Ext. M-16 is the envelop containing the letter dated 19th of February, 1966 addressed to the concerned workman at the colliery address which was returned undelivered with the remark "refused". Thereafter another letter had been sent to the concerned workman on 24th of February, 1966 re-agitating the above matters and also stating that he had been absenting from work without permission or authorised leave from 19th February, 1966. This letter was sent to him to his home address as well as to his colliery address. Ext. M-17 is the office copy of the management's letter dated 24th February, 1966. Ext. M-19 is the undelivered envelope containing the original of the letter dated 24th February, 1966 addressed to the workman at his home address. Ext. M-20 is the office copy of the management letter dated 19th February, 1966.

17. Ext. M-8 is the workman's application dated 9th May, 1966 praying for leave for indefinite period on the ground of health which was received by the management on 16th of May, 1966. The Management replied to the concerned workman by letter dated 24th of May, 1966 *vide* Ext. M-21 that his prayer for leave for indefinite period was rejected. The enquiring officer came to the conclusion that Sri Ashu Mian deliberately avoided to resume his duty

since 19th February, 1966. Since Sri Ashu Mian neither took leave nor produced any medical certificate for the period of his absence since 19th February, 1966 nor could produce any evidence and therefore the enquiring officer came to the conclusion that he was absent without permission or leave from 19th February, 1966 to 16th July, 1966 and therefore, the charge of absents without leave or permission for more than 10 days against Sri Ashu Mian was established beyond any doubt. Ext. M-10 is the record of punishment given to Sri Ashu Mian showing that in the year 1964 and 65 he was either suspended or warned for misconduct. MW-2 Sri I. K. Sharan and MW-3 Sri R. P. Sinha, the two enquiring officers have stated before me that they had no knowledge of the concerned workman being a member of the colliery Mazdoor Sangh or of his trade union activity. Even according to Sri Ashu Mian he was only an ordinary member of a union affiliated with I.N.T.U.C. though he had not filed the membership receipt to show that he was the member. I therefore, find no reason to interfere with the finding of this enquiry also.

18. In this view of the evidence I hold that the action of the management of Khas Mehtadih Colliery in dismissing from service Sri Ashu Mian, Fireman with effect from 5th of August, 1966 was justified and the concerned workman is not entitled to any relief.

This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act 1947.

SACHIDANAND SINHA,
Presiding Officer.
[No. 2/142/66-LRII.]

S.O. 2532.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ghorawari and Hirdagarh Collieries, Post Office Junnardeo, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 11th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR.

CAMP AT INDORE.

Dated 29th May 1969

PRESENT:

Shri G. C. Agarwala.—*Presiding Officer.*

CASE No. CGIT/LC(R) (9) of 1969

PARTIES:

Employers in relation to the Management of Ghorawari and Hirdagarh Colliery of M/s. J. A. Trivedi Brothers, Civil Lines, Chhindwara (Madhya Pradesh).

Vs.

Their workmen represented through the workman concerned himself.

APPEARANCES:

For the employers.—S/Sri R. Y. Sirpurkar, Advocate and R. J. Trivedi, Partner.

For the workman.—None.

INDUSTRY: Coal Mine.

DISTRICT: Chhindwara (M.P.)

AWARD

By Notification No. 5/37/63-LRII dated 24th February, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:

Matter of Dispute

Whether the action of the management of Ghorawari Hirdagarh Collieries, Post Office Junnardeo, Distt., Chhindwara (Madhya Pradesh) in ter-

minating the services of their workman Sri Bhaiyalal, Coal Cutter on grounds of medical unfitness with effect from the 30th September, 1967, was justified? If not, to what relief is the workman entitled?

2. The employers sent their written statement under Rule 10B of Industrial Disputes (Central) Rules, 1957 within the prescribed period. No statement of claim was received from workman concerned, Sri Bhaiyalal, Coal Cutter, and therefore notice was sent giving him an opportunity to file the same which he did on 1st May, 1969. The parties also filed their rejoinders but as no additional issues seemed necessary, the case was listed for hearing at Pachmarhi on 23rd May, 1969. The workman concerned, Sri Bhaiyalal, wanted the date to be changed for 21st May, 1969 as he would like the case to be conducted by Shri R. N. Singh, a union representative. He had, however, further intimated in the application that in case it was not possible to change the date he would attend on 23rd May, 1969 at Pachmarhi. On this application dated 10th May, 1969, he was informed that it was not possible to change the date. Shri R. N. Singh who appeared in another case on 21st May was also informed about it. The case was taken up on 23rd May and the workman concerned was found to be absent both before and after lunch sitting. No communication was received from him. There was no option but to proceed *ex-parte*. The employers appeared with their advocate and filed certain documents which were proved by an affidavit. It is almost a week now but no communication has been received from the workman concerned which shows that the little interest in the case and *ex-parte* award under Rule 22 of Industrial Disputes Act (Central) Rules is therefore recorded.

3. The facts are short and simple. Sri Bhaiyalal was a Coal Cutter in Ghora-wari Hirdagarh Collieries of the management from 1955 and was 62 years of age when his services were terminated on 30th September, 1967, on the ground of physical disability. It appears that Sri Bhaiyalal had been keeping indifferent health. The attendance chart filed by the employers from 8th January, 1966, to 16th September, 1967, would show that he was most irregular in attendance. In particular from 25th April, 1967, to 20th May, 1967, after he had been admitted in the Regional Hospital, Jhunnardeo from 12th April, 1967, to 25th April, 1967 for treatment he had been working only for about five days in a week. The management, therefore, came to the conclusion that he was physically weak and unable to perform his duties satisfactorily. By a letter dated 6th September, 1967, the management required Sri Bhaiyalal to get himself examined by the Colliery Doctor on 11th September, 1967. The Colliery Doctor on examination reported that he was suffering from chronic asthma, extreme debility, profound anaemia, dim vision and old age and that he was unfit to discharge duties of a coal cutter. The management, therefore, served a notice dated 15th September, 1967, on Sri Bhaiyalal informing him of the report and giving him an option that if he was dissatisfied he could be sent to the Civil Surgeon, Chhindwara for medical examination. He was directed to send a reply within three days which he did not do. Consequently, the management by a letter dated 29th September, 1967, accepting the report of the Colliery Doctor terminated his services by way of discharge with effect from 30th September, 1967. It was only after this that Sri Bhaiyalal by a letter dated 6th October, 1967, intimated that he was suffering from occupational diseases and should be sent to Central Welfare Hospital of the Coal Mines Department at Dhanbad. The management obviously could not do that and it was only the Regional Hospital at Jhunnardeo which had admitted Sri Bhaiyalal for treatment from 12th April, 1967, to 25th April, 1967, that could recommend his being sent to Central Hospital, Dhanbad, in case he was suffering from any occupational disease. Evidently, he was not suffering from any such disease because if that had been the fact, the Regional Hospital authorities would have detected the fact when he was admitted in the hospital and was there for about two weeks in April, 1967. The management on this communication, however, again gave an option for him to turn up on 10th November, 1967, for being sent to Civil Surgeon, Chhindwara. According to the management, he did appear on 10th November, 1967, at about 4-30 p.m. but informed the Manager of his unwillingness to go to Chhindwara. This is evident by the letter sent under registered post by the Manager dated 11th November, 1967 to Sri Bhaiyalal and of which no reply was sent. Sri Bhaiyalal, however, without the intervention of the management appeared before the Civil Surgeon, Chhindwara on 18th December, 1967. The Civil Surgeon reported that he was suffering from Tuberculosis and advised his admission in T. B. Sanitorium. This was during conciliation proceedings. Manifestly, Sri Bhaiyalal, was not found in a good state of health so as to continue to discharge duties of a Coal Cutter both at the result of the examination of the Colliery Doctor and the Civil Surgeon who was approached directly

by Sri Bhalyalal himself. The management, therefore, had a *bona fide* ground to terminate the contract of service. The facts enumerated above do not show any *mala fide* on the part of the management. In workmen of the Bangalore Woollen Cotton and Silk Mills Co., Ltd., Vs. The management, reported in A.I.R. 1962 (S.C.) 1363 at page 1366 para 8, it was observed as follows:—

"It seems to us that a service cannot be said to be terminated unless it is capable of being continued. If it is not capable of being continued, that is to say, in the same manner in which it had been going on before and it is therefore brought to an end that is not termination of service. It is the contract of service which is terminated and that the contract required certain physical fitness in the workman. Where therefore a workman is discharged on the ground of ill health it is because he was not fit to discharge the service which he had undertaken to render and therefore it had really come to an end itself."

With the continued ill health evidently the contract of service was not capable of continuance and therefore the termination if at all was on *bona fide* grounds.
Result:—

The result is that the employers were justified in terminating the services of Sri Bhalyalal with effect from 30th September, 1967, and he is not entitled to any relief. No order for costs.

G. C. AGARWALA,
Presiding Officer.
[No. 5/37/68-LRII.]

S.O. 2533.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the P. D. Kajora Colliery, Post Office Kajoramgram, District Burdwan and their workmen, which was received by the Central Government on the 12th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 20 of 1969

PARTIES:

Employers in relation to the P. D. Kajora Colliery,
AND
Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent.

On behalf of Workmen—Shri Birendra Nath Banerjee, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/125/68-LRII, dated February 18, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following dispute between the employers in relation to the P. D. Kajora Colliery and their workmen, to this tribunal, for adjudication, namely:

"Whether the stoppage from work of Sarvashri Giridhari Kohar, Munshi Harijan, Ramdas Gope, Dipon Singh, Budhai Gope all U. G. Trammers, Raju Singh, Nazimul Mia, Pick Miners and Dukhabaran Kabir Chapparsi by the management of P. D. Kajora Colliery, Post Office Kajoramgram, District Burdwan was justified? If not, to what relief are the workmen entitled?"

2. The attitude exhibited by the employer company in this reference is one of total non-cooperation. Notice of the order of reference was sent to the employer company by registered post and was received by them, as the postal acknowledgment shows. Similar notice was also sent to the Khan Shramik Congress, the trade union representing the workmen, and was also received by the union. Nobody

filed written statement as called upon to do by the notices. Thereafter, by a notice dated May 12, 1969, parties were called upon to appear before this tribunal, on May 26 1969 for settlement of the date of peremptory hearing. On that day, Mr. B. S. Azad appeared for the trade union but nobody appeared for the employer company. June 3, 1969 was fixed as the date for peremptory hearing, in the absence of the employer and the notice of the date fixed was sent to the employer by registered post, which was received by the Manager of the employer company on May 29, 1969. Later in the day, on May, 1969, the trade union of the workmen filed an application praying that the employer be directed to produce certain documents. Usual summons were issued upon the management to produce the documents.

3. Long after the expiry of the date fixed for filing the written statement, the trade union of the workmen filed a written statement. The management filed none. On the date fixed for peremptory hearing Mr. Biren Banerjee Advocate appeared for the trade union; nobody appeared for the management. Nor did the management produce the document which they were called upon to do. Thus, the trade union of the workmen were late in extending their co-operation, the management fully non-cooperated with the tribunal.

4. In the written statement filed on behalf of the trade union of the workmen, the following case was pleaded:

(a) That the manager of the colliery stopped the work of the workmen named in the order of reference with effect from September 7, 1968 without notice and without any reason.

(b) Thereupon, the workmen addressed registered letters to the management asking for reinstatement but no reply was given to the letters (vide Exts. 2 to 8).

(c) Later on the manager of the employer colliery issued chargesheets, containing untrue allegations, to the workmen but did not hold any domestic enquiry (vide paragraph 5 of the written statement).

(d) Over the industrial dispute raised on the wrongful stoppage of work, there was a conciliation proceeding before the A.L.C. (C), Raniganj. The management took adjournments after adjournments before the Conciliation Officer and ultimately failed to attend with the result that the conciliation failed.

(e) In spite of what had been earlier stated, as summarised hereinbefore, in paragraph 6 of the written statement it was stated:

"That the Manager proposed to make a domestic enquiry into the chargesheets and thus sent the information of enquiry by Regd. letter dated 11th October, 1968, fixing the date of the enquiry of Shri Girdhari Kahar, Dipon Singh and Ramdas Gope on 16th October, 1968, and of the rest on the 17th October, 1968. The workmen attended with their witnesses on the aforesaid dates and gave the statement verbally. Afterwards the workmen sent their written report of the enquiry individually along with their witnesses vide Regd. letter in Hindi dated 17th October 1968, and 18th October, 1968****"

The story that the management did not hold any domestic enquiry regarding the chargesheet, as pleaded in paragraph 5 of the written statement, does not fit in with what is stated in paragraph 6 quoted above. This contradiction was, however, sought to be reconciled by Mr. B. S. Azad, witness for the workmen, with the explanation that what he had meant to say in paragraph 5 was that the management did not hold any proper enquiry. The explanation does appeal to me. The language used in paragraph 5 does not accommodate the explanation. These are contradictory statements made in the written statement, which are not pleadings in the alternative but are mutually annihilating pleadings. Be that as it may, this is the state of the pleadings which I have to bear in mind in this reference.

5. Of the eight workmen named in the order of reference, only three appeared before this tribunal namely (1) Budhai Gope, (2) Girdhari Kahar and (3) Nazimul Mia. Others did not appear to prove their case. Mr. B. S. Azad in his evidence proved the chargesheets sent to the workmen named in the order of reference (Exts. 9 to 16), excepting to Munshi Harijan. In place of a chargesheet addressed to Munshi Harijan, a chargesheet addressed to Misri Hazam was produced. It was not the case of Mr. Azad that Misri Hazam was an alias for Munshi Harijan. Mr. Azad also proved the replies (Ext. 17 to 24) said to have been sent by the workmen to the chargesheets. I need note here that Munshi Harijan did not send any reply but one Misri Hazam did. The replies were said

to have been sent by registered post and the acknowledgement receipts are collectively marked Ext. 25. Thereupon, according to the evidence of Mr. B. S. Azad the management fixed two dates for enquiry, namely on the 16th October, 1968 for some and the 17th October, 1968 for others. Notices of enquiry, sent to the workmen, are Exhibits 26 to 33. Mr. Azad, however, did not prove what happened at the enquiry, excepting what he heard from the Branch Secretary, who attended the enquiry. Since this is hearsay evidence, I cannot place any reliance on this part of the statement made by Mr. Azad. It is noteworthy that Branch Secretary was not examined to prove what happened before the enquiry. Three of the charged workmen appeared before the tribunal and gave evidence, namely Budhai Gope, Giridhari Kahar and Nazimul Mia. They unanimously stated that their evidence was not taken down at the enquiry. This is in short the evidence on which I have to proceed.

6. It is unfortunate that the proceedings of the enquiry are not before me. The management has failed to produce the papers, although called upon so to do. That the 8 workmen were stopped from work admits of no doubt. The question is whether there was any justifiable ground for the stoppage. So far as the three workmen, who appeared before this tribunal, are concerned, I have their oral evidence that the enquiry against them was not properly held. Their evidence is not contradicted. I am therefore prepared to hold that they were not stopped from work that is to say dismissed or discharged from work after a properly held domestic enquiry. I therefore direct reinstatement of the three workmen, namely, Budhai Gope, Giridhari Kahar, and Nazimul Mia, with effect from September 7, 1968 with full back wages from the date of their stoppage of work..

7. So far as Munshi Harijan is concerned, it does not appear from the evidence before me that he was ever stopped from work. Who is Misri Hazam, I do not know. His case was not referred to this Tribunal. I cannot therefore give any relief to Munshi Harijan. So far as Ramdas Gope, Dipon Singh, Raja Singh and Dukhabaran Kahar are concerned, it does not appear from the evidence what sort of enquiry was held against them and whether the enquiry against them suffered from infirmities as alleged by Budhai Gope, Giridhari Kahar and Nazimul Mia. They did not come and depose. I do not know whether they have any subsisting dispute now. B. S. Azad in his evidence stated, "Others have not come although letters were sent to them". That may indicate that they have become unconcerned with the dispute now. I am not prepared to proceed on the hypotheses that the enquiries against them also suffered from the same infirmities alleged by the three workmen, who gave evidence before this Tribunal. B. S. Azad as I have already stated, is not a competent witness about the infirmities of the enquiry. Therefore, the other workmen, save and except the three already named, are not entitled to any relief.

This is my award.

B. N. BANERJEE,
Presiding Officer.

[No. 6/125/68-LRII.]

ORDERS

New Delhi, the 18th June 1969

S O. 2534.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Simlabahal Colliery, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Simlabahal Colliery are justified in refusing employment to their workman Shri Gokul Bourl, Banksman, with effect from the 26th November, 1968. If not, to what relief the workman is entitled?

[No. 2/87/69-LRIL.]

S.O. 2535.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhowra Colliery, the Managing Agents of which are Messrs Karamchand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Bhowra Colliery the Managing Agents of which are Messrs Karam Chand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad, was justified in retiring the following workmen on completion of their 58th year of age?

S. No.	Name	Designation
1	Anup Mehato	Pump Khalasi
2	Tekchand Shaw	Pump Khalasi
3	Habib Mia	Pump Khalasi
4	Sanichari Kamin	Wagon Loader
5	Sakhi Kamin	Wagon Loader
6	Ratuli Bhuia	Wagon Loader
7	Mingreo Kamin	Wagon Loader
8	Mahadeo Dusal	Wagon Loader
9	Kishun Bhuia	Trammer
10	Manu Bhuia	Trammer
11	Piru Mia	Massion
12	Banshi Rayat	Line Mazdoor
13	Paran Munju	Boiler Fitter
14	Shri P. N. Chatterjee	Pump Khalasi
15	Shri Pairu Bhuian	Trammer
16	Shri Chotu Dhobi . . . . .	..
17	Shri Btsu Shaw	M/Sindar
18	Shri Ustim Gope	L. Mistry.
19	Shri Harkhu Gope	Chaprasi.
20	Shri Salim Mia	Chaprasi.
21	Shri Salamat Mia	Chaprasi
22	Shri Lachmi Singh . . . . .	..
23	Shri Giridhari Gope	Khalasi
24	Shri Seoraj Rabidas	Tyndal
25	Shri Sekh Gafai	Turbine Driver
26	Shri Fulwa Gope	Hospital Chaprasi
27	Shri Ratu Malok	Chamman
28	Shri P. C. Chatterjee	Overman
29	Shri Hari Singh	Chaprasi

I	2	3
30	Smt. Jahura Bibi	Loading Kamin
31	Shri Doman Shaw	Pump Khalasi
32	Shri Manbodh Malik	W. E. Khalasi
33	Shri Jhanda Ram	Tyndal Mazdoor
34	Shri Barola Bourin	Loading Kamin
35	Shri Banawari Gope	E. Khalasi
36	Shri Barku Malik	W. E. Khalasi
37	Shri M. N. Jafir	Latheman
38	Shri Rambalak Barhi	Carpenter
39	Shri Rati Rajwar	F. R. Mazdoor
40	Shri T. P. Pandey	Asstt. Surveyor
41	Shri Amir Chand Singh . . . . .	..
42	Shri Seonandan . . . . .	..
43	Shri Manohar Mahato	S. F.
44	Shri Hafiz Mian	Car Driver.
45	Shri Boula Bouli	Loading Mazdoor.
46	Shri Kesho Misra . . . . .	..

If not, to what relief are the workmen entitled and what should be the age of retirement?

[No. 2/97/68-LRII.]

S.O. 2536.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Amlabad Colliery, the Managing Agents of which are Messrs Karamchand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Amlabad Colliery, the Managing Agents of which are Messrs Karamchand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad, was justified in retiring the following workmen on completion of their 58th year of age?

1	Shri Rameshwar Pandey	U/G Incharge.
2	Shri Sahab Jan Mian	Mining Sirdar.
3	Shri Sripati Lal Chakravarty,	U/G, Incharge.
4	Shri Mathura Rewani,	Mining Sirdar.
5	Shri Joti Bourin	Haulage Khalasi.
6	Kukhan Roy	Do.
7	Jailal Napit,	Line Mistry.
8	Dantoo Mahato	Line Mazdoor.
9	Warda Napit	Pump Khalasi.
10	Abdul Mian	Mechanical Helper.
11	Ebrahim Mian	Kyndal Mazdoor.
12	Sakhi Dusadh	Banksman
13	Shri Akaloo Bhuia	Surface Trammer.
14	Smt. Fulmani Napit	Creche Kamin.
15	Smt. Sakhi Rajwaria	Do.

If not, to what relief are the workmen entitled and what should be their age of retirement?

[No. 2/98/68-LRII.]

S.O. 2537.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Pootkee Colliery, the managing Agents of which are Messrs Karamchand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of this said Act.

SCHEDULE

Whether the management of Pootkee Colliery, the managing agents of which are Messrs Karam Chand Thapar and Brothers (Private) Limited, Post Office Bhowra, District Dhanbad, was justified in retiring the following workmen on completion of their 58th year of age?

Sl. No.	Name	Designation
1	Sri Basdeo Missir	Cash Peon.
2	„ Deoman Bhagat.	Watchman.
3	„ Dhanpat Pandey	Watchman.
4	„ Laljee Mistry.	Latheman.
5	„ Mohammed Osman	Electrician.
6	„ Chottan Dusadh	Mining Sirdar.
7	„ Mohan D'robi	T. Mistry.
8	„ Mahiruddin.	Tyndel Mazdoor.
9	„ A. Gaffur	P. Khalasi.
10	„ Sibalal Ram	Dispensary Mazdoor.
11	„ Sita Singh	Underground Trammer.
12	„ Sukar Mian	U. G. Trammer.
13	„ Kunti Kamin	Picking Kamin.
14	„ Gangaihar Kamar	L. Mazdoor.
15	„ Shanker Gore	Miner.

If not, to what relief are the workmen entitled and what should be the age of retirement?

[No. 2/130/68-LRII.]

New Delhi, the 20th June 1969

S.O. 2538.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Prossono Datta Kajora Colliery, Post Office Kajoram, District Burdwan and their workman in respect of the matters specified in the Schedule hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Prossono Datta Kajora Colliery, Post Office Kajoragram, District Burdwan was justified in terminating the services of Shri Jagat Singh, UG Trammer, with effect from the 28th November, 1968? If not, to what relief is the workman entitled?

[No. 6/27/69-LR-II.]

New Delhi, the 23rd July 1969

S.O 2539—Whereas an industrial dispute exists between the employers in relation to the Toposi Colliery of Messrs Associated Nandy Collieries Limited, Post Office Toposi, District Burdwan and their workmen represented by Colliery Mazdoor Sabha, Post Office Raniganj, District Burdwan;

And whereas the said employers and the workmen have by a written agreement, in pursuance of the provisions of Sub-Section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of Sub-Section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 24th May, 1969.

FORM C

(See Rule 7)

AGREEMENT

(Under Section 10-A of the I. D. Act of 1947)

Name of the Parties:—

Representing Employers.—(1) Shri S. K. Mukherjee, Authorised Representative, Toposi Colliery of M/s. Associated Nandy Collieries Ltd., P.O. Toposi, Dist. Burdwan.

Representing Workmen.—(2) Shri Robin Chatterjee, Vice President Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri K. Sharan, Regional Labour Commissioner (C) Asansol, Dist. Burdwan.

(i) *Specific matter in dispute:*

"Whether the management of Toposi Colliery, P.O. Toposi, Dist. Burdwan of M/s. Associated Nandy Collieries Ltd., is justified in making Shri Tripathi Raj Jado, Coal Cutter as 'Badli' work on and from 20th February 1969 and if not to what relief he is entitled?"

(ii) *Details of the parties to the dispute indicating the name and address of the establishment or undertaking involved:*

Employers in relation to Toposi Colliery, P.O. Toposi, Dist. Burdwan of M/s. Associated Nandy Collieries Ltd.,

The workmen represented through the Colliery Mazdoor Sabha (AITUC) P.O. Raniganj, Dist. Burdwan.

(iii) *Colliery Mazdoor Sabha, P.O. Raniganj, Dist. Burdwan.*(iv) *Total number of workmen engaged in the undertaking affected—1 (one).*(v) *Estimated number of workmen affected or likely to be affected by the dispute—1 (one).*

The decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within the period of 60 (sixty) days or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period mentioned above, the reference to arbitration shall automatically be cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

(Sd.) SHRI S. K. MUKHERJEE,
 Authorised representative
 Toposi Colliery, P.O. Toposi
 (Burdwan)

(Sd.) SHRI ROBIN CHATTERJEE
 Vice President, Colliery Mazdoor Sabha
 P.O. Raniganj (Burdwan).

Witnesses: (1) (Illegible)

(2) (Illegible)

(Sd.) SHRI S. KRISHNA,
 Asstt. Labour Commissioner (C)
 Raniganj].

[No. 6/33/69-LRIL]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 19th June 1969

S.O. 2540.—In pursuance of section 7 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), the Central Government hereby publishes the following report of its activities financed under the said Act, during the year ending on the 31st March, 1968 together with a statement of accounts for that year.

PART I

General.—The Iron Ore Mines Labour Welfare Fund has been constituted under the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), which provides for the levy and collection of a cess on the production of iron ore for the financing of activities to promote the welfare of labour employed in the iron ore mining industry. The Act provides for the levy of a cess at a rate not exceeding 50 paise per metric tonne of iron ore produced. The present rate of levy is only 25 paise per metric tonne. The Act is applicable to the whole of India except the State of Jammu and Kashmir. It was enforced with effect from the 1st October, 1963 except in the territory of Goa, Daman and Diu where it came into force from 1st October, 1964.

2. The Iron Ore Mines Labour Welfare Cess Rules, 1963 have been framed to carry into effect the purposes of the Act. Five Advisory Committees one each for Andhra Pradesh and Mysore, Madhya Pradesh and Maharashtra, Bihar, Orissa and Goa, Daman and Diu have been constituted to advise the Central Government in administering the Fund. The welfare activities for which the proceeds of cess are to be utilised under the Act relate to improvement of public health and sanitation, the prevention of disease and the provision of improvement of medical facilities, water supply and facilities for washing, the provision and improvement of educational facilities, the improvement of standards of living including housing and nutrition, the amelioration of social conditions, provision of recreational facilities and the provision of transport to and from work.

3. The following welfare measures have so far been undertaken in Mysore, Andhra Pradesh, Orissa, Madhya Pradesh, Maharashtra, Bihar and Goa, Daman and Diu :—

(i) **Medical Facilities:**

The Fund has made arrangements for the provision of a 10 bedded Emergency at Barajamda in Bihar region, two primary health centres at Joda and Joruri in Orissa, two mobile medical units (one for Redy mines and the other for Rajhara mines) and two mobile dispensaries in Mysore and Andhra Pradesh. T.B. beds are reserved for the exclusive use of iron ore miners and their families in various regions. The number of beds reserved in T.B. Sanatorium, Ranchi, has been raised from 23 to 30. Steps have also been taken to provide medical facilities to iron ore miners suffering from T.B. in other regions. Necessary arrangements have also been made for the treatment of leprosy patients in the Mission Hospital at Purlia (Bihar). Grants-in-aid were given to the mine owners who maintained dispensaries and maternity homes for the benefit of iron ore mine workers and their families.

(ii) Educational facilities:

Scholarships continued to be granted to the children of Iron Ore Miners studying in various classes. A total amount of Rs. 1,23,953/- was spent for this purpose in various regions. In Mysore and Andhra Pradesh, a sum of Rs. 8,000/- was spent for providing uniforms for the primary school-going children and in Orissa a sum of Rs. 6,983/- was spent for this purpose. In Goa, an expenditure of Rs. 6,035/- was incurred for providing mid-day refreshment meals to the children of Iron Ore Miners studying in Schools. In Madhya Pradesh, an amount of Rs. 5,211/- was paid to five primary schools of Redi mining area for purchase of furniture and educational equipments.

(iii) Recreational facilities:

(a) Thirty multi-purpose institutes set up for providing recreational, educational and cultural facilities to iron ore mines workers in Orissa continued to function. Similar institutes have also been set up in Bihar, Madhya Pradesh and Maharashtra regions. Recreational centres have been set up in Mysore and Andhra Pradesh region providing indoor and out door games facilities to iron ore miners of this region. Thirty-two Radios costing Rs. 11,206/- were purchased for these centres.

(b) An excursion-cum-study trip for iron ore miners was arranged in Orissa, Bihar and Goa during the year.

(c) An amount of Rs. 1,763 was spent on the Holiday Home at Bhubaneswar.

(d) A sum of Rs. 10,221/- was spent on the scheme for exhibition of films to the iron ore miners in Orissa during the year.

(iv) Drinking water facilities:

Steps have been taken to sink wells in various regions under the scheme as already approved for the coal miners. Sinking of 7 wells was sanctioned in Orissa.

(v) Housing facilities:

A sum of Rs. 1,00,000/- was spent on the construction of 25 tenements under this scheme in Orissa. In Bihar, administrative approval of construction of 90 houses under the New Housing Scheme was accorded.

In Madhya Pradesh sanction for construction of 66 tenements at Rajhara @ Rs. 4,000/- per quarter was accorded. An amount of Rs. 25,000/- was spent on construction of houses at Rajhara.

(vi) Co-operative stores:

A Central Co-operative Store and 13 Primary Co-operative Stores set up in Orissa and 1 Co-operative Store set up at Reddi, Maharashtra continued to function. In Bihar, a Central Consumers Co-operative Stores have been started at Barajamda and a sum of Rs. 1,74,000/- was sanctioned for this purpose.

(vii) Iron Ore Mines Fatal and Serious Accident Benefit Scheme:

Financial assistance under the Scheme was given in Orissa.

PART II*Statement of Accounts for the year 1967-68*

	Receipts	Expenditure
	Rs.	Rs.
Opening balance as on 1-4-67	1,47,53,807.00	
Receipts during the year	58,51,467.00	
Expenditure during the year . . . . .	..	18,20,543.00
Closing balance on 31-3-68		1,87,84,731.00
	<u>2,06,05,274.00</u>	<u>2,06,05,274.00</u>

(Figures as intimated by the Accountant General, Orissa).

PART III

Estimates of Receipts and Expenditure for the year 1968-69

Receipts	Rs.	69,02,000*
Expenditure	Rs.	37,53,800*

*As per original budget estimates for 1968-69.

[No. 9/3/68-MIII.]

C. R. NAIR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 23rd June 1969

S.O. 2541.—In pursuance of section 17, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Messrs Moosa Services and Company, Bombay and their workmen, which was received by the Central Government on the 10th June, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY
REFERENCE No. CGIT-15 of 1968

PARTIES:

Employers in relation to Messrs. Moosa Services and Combay, Bombay.

AND

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers—Shri Shujatali C. Vakil, Advocate.

For the workmen—Shri H. K. Sowani, Advocate, with Shri I. S. Savant, Assistant Secretary, Transport and Dock Workers' Union.

STATE: Maharashtra.

INDUSTRY: Ports and Docks.

Bombay, dated 30th day of May, 1969

AWARD

The Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by their order No. 28(29)/68-LR.III dated 24th July, 1968 have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to Messrs. Moosa Services and Company, Bombay and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

"Whether the termination of the services of S/Shri M. R. Mascarenhas, J. Fernandes and Sadruddin Ajmuddin with effect from 26th October, 1967, 26th October, 1967 and 23rd November, 1967 respectively by the management of Messrs. Moosa Services Company, Bombay was justified? If not, to what relief are the workmen entitled?"

2. The employers, Messrs. Moosa Services Company are labour contractors and supply labour to Messrs. Mackinnon Mackenzie and Co. Pvt. Ltd., Bombay who are the agents of Messrs. British India Steam Navigation Co. Ltd. The employers supply labour gangs and watchmen to Messrs. Mackinnon Mackenzie & Co. Pvt. Ltd., as required. It is only when work is available in the said shipping company that workers and watchmen are supplied on shift basis. Messrs. Moosa Services and Company are also paid by Mackinnon Mackenzie and Co. Pvt. Ltd., on shift basis. The three workmen involved in this reference were working as

watchmen first with the Union Lighterage Company and subsequently with the employers Messrs. Moosa Services and Company. But the employers Messrs. Moosa Services and Company terminated the services of these watchmen Shri M. R. Mascarenhas and Shri J. Fernandes with effect from 26th October, 1967 and Sadruddin Ajmuddin with effect from 23rd November, 1967 and hence the dispute.

3. The Transport and Dock Workers' Union who represents the workmen have by their statement of claim contended that the employers had terminated the services of three watchmen without giving them one month's notice or one month's wages in lieu of notice. They were summarily ordered and prohibited all of a sudden with effect from the respective dates from attending to their duty and as no notice was served upon them the termination of service was illegal and improper. The workmen have contended that the employers Messrs. Moosa Services and Company have taken over the business of supplying labour from the Union Lighterage Company which was a proprietary concern and which closed down the business on account of the death of the sole proprietor. Messrs. Moosa Services Company took over the services of all the employers of the erstwhile Union Lighterage Company and the three watchmen who have been summarily terminated have a total service of 10 years to their credit and the termination of the services of the three watchmen was not at all justified. It has been further contended that even if it be assumed that the company wanted to retrench the watchmen they had not been paid retrenchment compensation due under the law. After the watchmen reported the matter to the union the union wrote letters to the management of the company but the management did not respond to the letter of demands and after the failure of the conciliation, Government had referred this dispute to the Tribunal, and as the termination of the services of the three watchmen was illegal and improper the watchmen are entitled to be reinstated with full back wages from the date of termination of services.

4. The employers by their written statement have denied the allegation about taking over the business from the Union Lighterage Company and have contended that they have independently started the business from 20th April, 1965 and have no connection with the Union Lighterage Company. They have submitted that they supply labour gangs and watchmen to Messrs. Mackinnon Mackenzie and Co. Pvt. Ltd., only when work is available with the said shipping company. They are also paid by the company on shift basis and the workers are fully aware of the nature and terms of the work which is intermittent and temporary and uncertain and at the pleasure of Messrs. Mackinnon Mackenzie and Co. Pvt. Ltd. As regards the three watchmen they have contended that these workmen have become aged and decrepit. They were unable to do the normal function of the workmen but in order to help them Moosa Services Company went out of their way to assign them work until a stage was reached when Mackinnon Mackenzie and Co. Pvt. Ltd., had refused to accept the services of these workmen and it was impossible to give them any work firstly as they were not acceptable to Mackinnon Mackenzie and Co. Pvt. Ltd., and secondly because they were useless and incapable of work. They have alleged that the workmen were called and the position was explained to them. They were informed separately individually and their services were terminated. No written notice was necessary and Messrs. Moosa Services and Company were not bound to pay anything to each of the said three workers on termination of the arrangement to work with each of them as aforesaid, and they were not entitled to any claim against the employers.

5. On the day of the hearing the three workmen were present. They appeared to be very old and decrepit and considering the circumstances the parties settled the dispute and taking a humanitarian point of view the employers agreed to pay to the three watchmen an amount equivalent to two months wages ex gratia and the workmen agreed not to press their claim regarding reinstatement in view of their old age. Both the parties have given an application stating the terms of settlement and praying the Tribunal to make an award in terms of the same. Considering the old age and the state of health of the three watchmen the terms of settlement are fair and reasonable and hence my award in terms of the settlement exhibit I which shall form part of this award.

No order as to costs

A. T. ZAMBER,
Presiding Officer,
Central Govt. Indl. Tribunal,
Bombay.

EXHIBIT —1

BEFORE SHRI A. T. ZAMBRE, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY

REFERENCE No. (CGIT) 15 OF 1968

Messrs. Moosa Services Company, Bombay-9.

Vs.

Their Workmen.

In the matter of termination of services of 3 Watchmen.

I say it please the Honourable Tribunal:

Messrs. Moosa Services Company, Bombay, the employer herein on one hand and the Transport and Dock Workers' Union, representing the three Watchmen concerned in the above Reference on the other have reached the following agreement and settled the dispute contained in the above Reference and pray that the Hon'ble Tribunal may be pleased to make its Award in terms thereof.

Terms of Reference

1. Messrs. Moosa Services Company (hereinafter referred to as the Company) agrees to pay to the three watchmen concerned in this dispute, namely, M/s. M. R. Mascarenhas, J. Fernandes and Sadruddin Ajmuddin, an amount equivalent to two month's wages as *ex-gratia*.

2. In consideration of the above payment, the workmen agree not to press their claim for reinstatement in view of their old age.
Bombay,

Dated: 23rd May, 1969.

for Messrs Moosa Services Company.

for Transport & Dock Workers'
Union, Bombay.Sd/-
Manager.Sd/-
Secretary

The contents of the above settlement have been explained to us and we hereby accord our consent to the same.

Sd/-

1. M. R. MASCARENHAS.

Sd/-

2. J. FERNANDES.

Sd/-

3. SADRUDDIN AJMUDDIN.

[No. 28/29/68-LR III.]

S.O. 2542.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to Messrs Santos Chandra Banerjee and Sons Private Limited, Calcutta and their workmen, which was received by the Central Government on the 10th June, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 22 OF 1969

PARTIES:

Employers in relation to Messrs Santos Chandra Banerjee and Sons Private
Limited, Calcutta.

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri Atul Krishna Chowdhury, Advocate.

On behalf of Workmen—Shri H. L. Roy, President, Shipping Employees'
Union.

STATE: West Bengal.

INDUSTRY: Port and Dock.

AWARD

By Order No. 28/81/68-LR-III, dated November 21, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to Messrs Santosh Chandra Banerjee and Sons Private Limited, Calcutta and their workmen, to this tribunal, for adjudication:

"(i) Whether the action of the management of Messrs Santosh Chandra Banerjee and Sons (Private) Limited, Stevedores and Ship-Chandlers and Contractors, 7, Swallow Lane, Calcutta-1, in retrenching Shri Bindeswar Singh, Dock Peon from service with effect from the 1st December, 1967 was legal and justified.

(ii) If not, to what relief is the workman entitled?"

2. Both the management and the workmen filed their respective written statement. At the hearing to-day, however, there was a joint petition of compromise filed settling the dispute and praying for an award in terms of the settlement.

3. Since the dispute has been settled, I pass an award in terms of the settlement. Let the terms form part of this award.

Dated June 5, 1969.

B. N. BANERJEE,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Presiding Officer, Shri B. N. Banerjee.

In the matter of Reference No. 22 of 1969.

AND

In the matter of Central Government, Department of Labour and Employment Order No. 28/81/68-LR-III, dated 21st November, 1968,

AND

In the matter of an Industrial Dispute,

BETWEEN

Messrs Santosh Chandra Banerjee and Sons Private Ltd., 7, Swallow Lane, Calcutta.

AND

Their Workmen represented by Shipping Employees Union, 38, Henri Chandra Street, Calcutta-23.

The humble joint petition of the parties to the dispute above named
Most respectfully SHEWETH:

That the parties have amicably settled the dispute between them on the following terms:

- (a) The employer Messrs Santosh Chandra Banerjee and Sons Private Ltd., agrees to pay Rs. 4,293.93 (Rupees Four Thousand two hundred ninety three and Ninety-three paise) only to the workman Shri Bindeswar Singh through the Union representing the workman and the workman Shri Bindeswar Singh agrees to accept the same in full and final satisfaction of all his claims including claim for reinstatement against the employer.
- (b) The employer Messrs Santosh Chandra Banerjee and Sons Private Ltd. will pay the amount of Rs. 4,293.93 (Rupees Four Thousand two hundred ninety-three and Ninety-three paise) to the workman concerned through the union representing the workman against proper receipt for the sum.
- (c) Half of the settled amount will be paid on or before 30th June, 1969 and the balance will be paid by three equal monthly instalments thereafter.

It is therefore jointly prayed that the Learned Tribunal may be pleased to approve of the above terms of settlement and pass an Award incorporating the same.

And for this act of kindness the humble petitioners as in duty bound shall ever pray.

Representatives of the Union

1. H. L. Roy, President.
2. S. DAS SARMA,
Joint Secretary.

Dated, June 5, 1969.

Representatives of the Company

1. PRATAP KUMAR BANERJEE,
Senior Director.
2. ATUL KRISHNA CHOWDHURY,
Advocate.

[No. 28/81/68-LR.III.]

C. RAMDAS, Under Secy.

(Department of Labour and Employment)

ORDERS

New Delhi, the 16th June 1969

S.O. 2543.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

SCHEDULE

Whether having regard to the settlement dated the 24th April, 1962, between the management of the Punjab National Bank Limited, and their workmen represented by the All India Bank Employees Association and the All India Punjab National Bank Employees Association over the dispute arising out of implementation of the Supreme Court Judgement, dated the 6th December, 1960, the management was justified:—

(a) in not promoting as Supervisors the following:—

- | | |
|-----------------------|------------------------------|
| 1. Shri M. R. Sood, | Branch Gandhi Nagar, Kanpur, |
| 2. Shri O. P. Nigam, | Gautam Budh Marg, Lucknow, |
| 3. Shri R. L. Sehgal, | Meston Road, Kanpur, |
| 4. Shri M. R. Bhasin, | Sadar Bazar, Lucknow, |
| 5. Shri I. D. Suri, | Lucknow; and |

(b) in reverting the following:—

- | | |
|---------------------------|--|
| 1. Shri B. D. Chawla, | Loans Department, Head Office,
New Delhi, |
| 2. Shri Madan Lal Sharma, | Dariya Ganj, Delhi, |
| 3. Shri C. P. Dua, | Fountain, Delhi, |
| 4. Shri B. K. Chadda, | Jor Bagh, New Delhi, |
| 5. Shri K. N. Chawla, | Parliament Street, New Delhi, |

6. Shri K. L. Verma, Daryaganj, Delhi,
7. Shri Amar Singh Gupta, Khari Baoli, Delhi?

If not, to what relief are the workmen entitled and from which date?

[No. 23/13/69-LR.III.]

New Delhi, the 19th June 1969

S.O. 2544.—Whereas the Industrial dispute specified the Schedule hereto annexed was pending before Shri P.P.R. Sawhny, Presiding Officer, Industrial Tribunal, Chandigarh;

And whereas the services of Shri P.P.R. Sawhny are no longer available;

And whereas for the ends of justice and convenience of the parties, the dispute specified in the Schedule hereto annexed should be disposed of without delay;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said dispute pending before Shri P.P.R. Sawhny transfers the same to the Central Government Industrial Tribunal, Delhi, constituted under section 7A of the said Act, and directs that the said tribunal shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Reference No.	Name of parties	Notification No. in the Gazette
1	13/C-68	Workmen Vs. Caledonian Insurance Company Ltd. New Delhi.	S.O. 4152 dated the 14th November, 1968.

[No. 25/11/68-LR III.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

[Office of the Chief Labour Commissioner (Central)]

ORDER

New Delhi, the 20th June 1969

S.O. 2545.—Whereas on an application made by M/s Busserya Coal Co. Ltd., Dhanbad the period for the payment of bonus to the employees employed in their Busserya Colliery was extended by 5 1/2 months from the due date under Sec. 19(b) of Payment of Bonus Act, 1965 vide this office letters No. BA. 5(24) 68-LSI, dated 11-3-69 and 9-5-69 and whereas an application has been made under Section 19(b) of the Payment of Bonus Act, 1965 by the said Co. for further extension of the period for the payment of bonus to their employees for the said accounting year.

And whereas being satisfied that there are sufficient reasons to extend the time, I have, in exercise of the powers conferred on me by the proviso to clause (b) of section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour & Employment No. WB-20 (42)/65 dated 28-8-65, passed orders on 17-6-69 further extending the period for payment of the said bonus by the said employer upto 30th June, 1969.

Now this is published for information of the employer and all the employees of the said establishment.

[No. BA 5(24)/68-LSI].

O. VENKATACHALAM,

Chief Labour Commissioner (Central).

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 12th June 1969

S.O. 2546.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri S. P. Karwal, P.C.S., Assistant Chief Settlement Commissioner in the Rehabilitation Department of the Punjab Government as Settlement Commissioner in the State of Punjab for the purpose of performing, in addition to his own duties as Assistant Chief Settlement Commissioner, Rehabilitation Department, Punjab, the functions assigned to a Settlement Commissioner by or under the said Act in respect of (i) agricultural lands and shops in any rural area including houses, cattlesheds and vacant sites forming part of the compensation pool and (ii) the properties referred to in the Notification of the Government of India in the Ministry of Works, Housing and Rehabilitation (Department of Rehabilitation) No. 3(37)/L&R/63A dated the 5th March, 1964.

[No. 3(5)/L&R/67.]

GULAB L. AJWANI,

Settlement Commissioner (C).

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 18th June 1969

S.O. 2547.—In exercise of the powers conferred by Sub-section (I) of Section 4 of the Evacuee Interest (Separation) Act, 1951, the Central Government hereby appoints for the Union Territory of Delhi, Shri Harish Chander, Assistant Settlement Commissioner in the office of Chief Settlement Commissioner as Competent Officer for the purpose of discharging the duties assigned to the Competent Officer by or under the said Act, within the said Territory, with immediate effect.

[No. 5(2)/63/ARG.]

A. G. VASWANI,

Settlement Commissioner (A) and *Ex-Officio* Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Industrial Development)

New Delhi, the 18th June 1969

S.O. 2548/29B/IDRA/69.—In exercise of the powers conferred by sub-section (I) of section 29B of the Industries (Development and Regulation) Act, 1951 (85 of 1951), the Central Government hereby makes the following further amendments to the notification of the Government of India in the late Ministry of Industry

No. S.O. 3720/29/B/IDRA/66 dated the 29th November, 1966 published in the Gazette of India. Part II, Section 3 Sub-section (ii), dated the 10th December, 1966, namely:—

In the proviso to the said notification, for item (iv), the following item shall be substituted, namely:—

“(iv) the new article or articles to be produced or manufactured do not include any of the items falling within the fields covered by Schedule A of the Government of India's Industrial Policy Resolution, dated the 30th April, 1956, namely:—

1. Arms and ammunition and allied items of defence equipment.
2. Atomic Energy.
3. Iron and steel.
4. Heavy Castings and forgings of Iron and Steel.
5. Heavy Plant and Machinery required for iron and steel production, for mining, for machine tool manufacture and for such other basic industries as may be specified by the Central Government.
6. Heavy electrical plant including large hydraulic and steam turbines.
7. Coal and lignite.
8. Mineral oils.
9. Mining of iron ore, chrome ore, gypsum, sulphur, gold and diamond.
10. Mining and processing of copper, lead, zinc, tin, molybdenum and wolfram.
11. Minerals specified in the Schedule to the Atomic Energy (Control of Production and Use) Order, 1953.
12. Aircraft.
13. Air transport.
14. Railway transport.
15. Shipbuilding.
16. Telephones and telephone cables, telegraph and wireless apparatus (excluding radio receiving sets).
17. Generation and distribution of electricity.

Or any of the following items, namely:—

1. Absorbent Cotton.
2. Automobile Radiators.
3. Barbed Wire.
4. Beam Scale.
5. Bichromates (except for exports).
6. Bolts and Nuts (except High Tensile and other special type).
7. Conduit Pipes—Metallic.

8. Domestic Electric Appliances and Accessories such as electric iron, roasters, heaters, washing machines etc., other than vacuum cleaners, industrial washing and dry-cleaning machines etc
9. Dyes (i) Azo Dyes (Directs and Acids) and (ii) Basic Dyes.
10. (a) Electrical Wiring Accessories;
(b) Electrical light fittings (such as chokes, starters, reflectors etc.)
11. Expanded Metal.
12. Fireworks.
13. Formulated Perfumery Compounds.
14. Full P.V.C. Footwear (Chappals, Sandals and Shoes), except for export by predominantly export-oriented units.
15. Glass Holloware by semi-automatic process.
16. Gun Metal Bushes.
17. Hand Numbering Machines.
18. Hand Stapling Machines.
19. Hurricane Lanterns.
20. Hypodermic Needles.
21. Insecticide Dusters and Sprayers (Manual).
22. Laundry Soap.
23. Leather Footwear (except for exports).
24. Machine Screws (except for Socket Head and Special types).
25. Machine Shop Vices.
26. Metal Clad Switches upto 30 Amps.
27. *Miniature Bulbs*:
 - (a) Miniature Vacuum Bulbs;
 - (b) Torch Bulbs;
 - (c) Radio Panel Bulbs;
 - (d) Cycle Dynamo Bulbs; and
 - (e) Decoration Bulbs.
28. Paints and Varnishes—Dry Distempers, Red Lead, Red Oxide, Aluminium Paints, Bitumen Paints to IS Specification, Wagon Blocks, Graphite Paints, all paste paints.
29. Palm Rosa Oil.
30. Paper Conversion Products.
31. Pine Oil (except for composite schemes).
32. Plaster Boards.

33. Plastic Processed Products:—

- (i) Bottle Caps, Buttons, Lamp-shade etc., produced by the compression moulding technique.
- (ii) Plastic Articles manufactured from plastic sheets, Rods or Tubes by the fabrication technique excluding the technique of vacuum forming.
- (iii) Polythelene Films (Films with a thickness of less than 0.10 mm.) and products from the Films such as Bags etc. (excluding heavy duty Bags and Multi-coloured printed film and bags).
- (iv) Blow-moulded Containers and other similar products manufactured by the blow moulding technique (except for captive use, PVC Containers and change over by existing units manufacturing Metal Containers to Plastic Containers).
- (v) Spectacle Frames from Sheets by fabrication technique or by injection moulding.
- (vi) Manufacture of Polyester Sheets for Buttons and the processing of the Sheets so produced to manufacture Buttons.

34. Rivets of all types (including Bifurcated).**35. Rolling Shutters.****36. Roofing, Flooring and Glazed Tiles (except plastic and ceramic tiles of sizes 4"x4" and above).****37. Safety Matches.****38. Steel Wool.****39. Students' Microscopes.****40. Surgical Gloves (except Plastic).****41. Telescope Aerials (for Radio Receivers).****42. Thermometers (upto 150°C).****43. Water Meters.****44. Welded Wire Mesh.****45. Wire Brushes and Fibre Brushes.****46. Wire Products—all Wire products such as Wire Nails, Hob Nails, Panel Pins, Horse Shoe Nails.****47. Wood Screws."**

[No. 2(14)Lic.Pol./66.]

New Delhi, the 21st June 1969

S.O. 2549/29/B/IDRA/69.—In exercise of the powers conferred by sub-section (1) of section 29B of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Industry No. S.O. 3720 (29/B/IDRA/66), dated the 29th November, 1966:—

In the said notification, in the proviso after item (iv) and the entries thereunder, the following shall be inserted, namely:—

- "(v) The new article or articles to be produced or manufactured do not include such items as are banned for industrial licensing whether for

establishment of new industrial undertakings or for expansion of existing industrial undertakings and require additional imported raw materials or scarce indigenous raw materials notwithstanding the fact that the new article or articles belong to the 'priority' group of industries for the purpose of raw material imports".

[No. 2(14)Lic. Pol./66.]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

Indian Standards Institution

New Delhi, the 11th June 1969

S.O. 2550—In exercise of the powers conferred on me under sub-regulation (4) of Regulation 3 of the Indian Standards Institution (Certification Marks) Regulations 1955, as amended from time to time, modifications to the provisions of the Indian Standard details of which are mentioned in the Schedule given hereafter, have tentatively been made with a view to expediting the use of the Standard Mark, without in any way affecting the quality of goods covered by the relevant standard :

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard, the Provisions of which have been modified	Number(s) of the existing Clauses affected	Particulars of the Modifications made to the Provisions	Date from which the Modifications shall come into force
(1)	(2)	(3)	(4)	(5)
	IS : 814-1967 Specification for covered electrodes for metal arc welding of mild steel (<i>second revision</i>)	Clauses 0.5 and 7.1 pertaining to sizes of electrodes.	Due to difficulties in switching over by manufacturers to ISO range of sizes, electrodes of sizes 3.25 and 6 mm have been included in the standard and would be deemed to have been withdrawn with effect from 1 Jan. 1970.	4 June 1969

[No. CMD/134]

S.O. 2551—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that twenty-two licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks :

THE SCHEDULE

SL No.	Licence No. (CM/L—)	Period of From	Validity To	Name and Address of the Licensee	Article/Process covered by the licence and the relevant IS : Designation
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-1963 6-5-1969	1-5-1969	30-4-1970	M/s. Mutha Industrial Corporation, Industrial Estate, Raipur (M.P.) having their Office at Halwai Lane, Raipur (M.P.)	Hard-drawn standard aluminium and steel cored aluminium conductors for overhead power transmission purposes—IS : 398-1961.
2	CM/L-1964 7-5-1969	1-5-1969	30-4-1970	M/s. Wavin India Limited, Plots 65 & 66 Ambattur Industrial Estate, Madras-58.	Rigid non-metallic conduits for electrical installation, 16 mm size IS : 2509-1963.
3	CM/L-1963 7-5-1969	1-5-1969	30-4-1970	M/s. South India Sanfits, Chinthamani-pudur P.O. Via Irugur, Coimbatore Distr.	Flushing cisterns for water closets and urinals (valveless siphonic type). High level of 12.5 litres capacity only—IS : 774-1964.
4	CM/L-1966 7-5-1969	16-5-1969	15-5-1970	M/s. Met Industries, 166 Jessore Road, Calcutta-55.	Wrought aluminium and aluminium alloy wires, Grades : GIC, HG, 9, NG 2 and NG 21—IS : 739-1966.
5	CM/L-1967 6-5-1969	1-5-1969	30-4-1970	M/s. Jayalakshmi Fertilizers, Venkatarayapuram, Tanuku, West Godavari Distt. (Andhra Pradesh).	Malathion emulsifiable concentrates—IS:2567-1963.
6	CM/L-1968 13-5-1969	1-5-1969	30-4-1970	M/s. Harbans Lal Malhotra & Sons Pvt. Ltd. 20, Barrackpore Trunk Road, Belgharia, 24 Parganas having their Office at 18-Netaji Subhas Road, Calcutta-1.	Hacksaw blades, hand operated and heavy power operated—IS:2594-1963.
7	CM/L-1969 15-5-1969	16-5-1969	15-5-1970	M/s. Swarup Chemicals, Water Works Road, Aishbagh, Lucknow-4.	BHC dusting powders—IS:561-1962.
8	CM/L-1974 16-5-1969	16-6-1969	15-5-1970	M/s. Bhagsons Paint Industries (India) 16-D.L.F. Industrial Area, Najafgarh Road, New Delhi-15.	Distemper, dry, colour as required—IS : 427-1965.
9	CM/L-1971 19-5-1969	16-5-1969	15-5-1970	M/s. Electric Construction Company, 10/302, Dak Bunglow Road, Ichalkaranji (Distr. Kolhapur),	Three-phase induction motors, 2.2 kw. (3 hp) squirrel cage with class 'A' insulation—IS : 325-1961.


10	CM/L-1972 21-5-1969	16-5-1969	15-5-1970	M/s. Woodcrafts Assam (Prop : Jayshree Tea & Industries Ltd.) Mariani (Assam) having their Office at "INDUSTRY HOUSE" 10 Camac Street Calcutta-16.	Wooden flush-door shutters (solid core type) with plywood face panels—IS:2202 (Part I)—1966.
11	CM/L-1973 26-5-1969	16-5-1969	15-5-1970	M/s. Shriram Refrigeration Industries Ltd., Balanagar Township, Hyderabad-37.	Self contained water coolers (INSTANTANEOUS), type drinking water cooler, size 3 only—IS:1475-1959.
12	CM/L-1974 22-5-1969	1-6-1969	31-5-1970	M/s. Gwalior Forest Products Limited, Shivpur (M.P.),	Cutch—IS:3967-1967.
13	CM/L-1975 22-5-1969	1-6-1969	31-5-1970	M/s. Kohinoor Paint, Colour & Varnish Works, Chheharta, Near Railway Station, Amritsar having their Office at 13 R.B. Rattan Chand Road, The Mall, Amritsar.	Distemper, dry, colour as required—IS:427-1965.
14	CM/L-1976 22-5-1969	1-6-1969	31-5-1970	M/s. Zamindar Chemicals Industries 17, Industrial Estate, Rajpura, Distt. Patiala having their Office at 611 Sector 18-B, Chandigarh.	Endrin emulsifiable concentrates—IS:1310-1958.
15	CM/L-1977 26-5-1969.	16-5-1969	15-5-1970	M/s. Hoechst Pharmaceuticals Ltd., Lal Bahadur Shastri Marg, Mulund Bombay-80 having their Office at Dugal House, Backbay Reclamation, Churchgate, Bombay-I.	Endosulfan emulsifiable concentrates—IS:4323-1967.
16	CM/L-1978 26-5-1969	16-5-1969	15-5-1970	Do.	Binapacryl emulsifiable concentrates—IS:4325-1967.
17	CM/L-1979 26-5-1969	1-6-1969	31-5-1970	M/s. Mayur Industries Pimpalgaon Road, Yeotmal having their Office at Main Road, Yeotmal (Maharashtra).	Malathion emulsifiable concentrates -- IS:2567-1963.
18	CM/L-1980 28-5-1969	1-6-1969	31-5-1970	M/s. Shri Gopal Engineering & Chemical Works, 91 Government Industrial Estate, Kalpi Road, Kanpur.	Disinfectant fluid, black, Grade 3, type normal—IS:1061-1964.
19	CM/L-1981 29-5-1969	1-6-1969	31-5-1970	M/s. Hindustan Gum & Chemicals Ltd., Birla Colony, Bhiwani (Haryana).	Guar Gum, Grade 2 (Powder) IS:3988-1967.
20	CM/L-1982 30-5-1969	1-6-1969	31-5-1970	M/s. Srinivasa Pulverising Mills F-6, Assisted Private Industrial Estate, Chittoor (A.P.).	DTT water dispersible powder concentrates—IS:565-1961.
21	CM/L-1983 30-5-1969.	1-6-1969	31-5-1970	Do.	Endrin emulsifiable concentrates—IS:1310-1958.
22	CM/L-1984 30-5-1969.	1-6-1969	31-5-1970	Do.	BHC water dispersible powder concentrates—IS:562-1962.

New Delhi, the 13 June 1969]

S.O. 2552.—In pursuance of sub-rule (1) of Rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1 June 1969 :

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1	IS:3413 	Base paper for carbon paper.	IS:3413-1966 Specification for base paper for carbon paper.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/139]

S. O. 2553.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for base paper for carbon paper, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1 June 1969 :

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1	Base paper for carbon paper.	IS:3413-1966 specification for base paper for carbon paper.	100 kg.	40 paise.

[No. CMD/13:10.]

S.O. 2554.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution, hereby notifies that eight such licences, particulars of which are given in the following schedule, have been renewed:

THE SCHEDULE

SL No.	Licence No. and Date	Period of Validity From	To	Name and Address of the Licensee	Article/Process covered by the licence and the Relevant IS designation.
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-66 7-2-1958	1-6-1969	31-5-1970	Woodcraft Assam, (Prop: Jay Shree Tea & Industries Ltd.), P. O. Mariani, Distt. Sibsagar.	Tea-chest plywood panels—IS:10-1964.
2	CM/L-87 22-5-1958	1-6-1969	31-5-1970	Bagdogra Plywood Factory, Bagdogra, District Darjeeling, (West Bengal).	Tea-chest plywood panels—IS:10-1964.
3	CM/L-137 3-8-1959	16-5-1969	15-5-1970	The Assam Railways & Trading Company Ltd., Margherita (Assam).	Tea-chest plywood panels—IS: 10-1964.
4	CM/L-187 26-4-1960	1-5-1969	30-4-1972	The Indian Cable Co. Ltd., 9 Hare Street, Calcutta.	Paper-insulated lead-sheathed cables for electricity supply (working voltage up to and including 11 KV)—IS: 692-1965.
5	CM/L-188 27-4-1960	16-5-1969	15-11-1969	Bharat Starch & Chemicals Ltd., P. O. Yamuna Nagar, (Railway Station Jagadhri), Distt. Ambala.	(i) Maize starch for use in the cotton textile industries—IS: 1184-1957. (ii) Edible Maize starch (corn flour)—IS: 1005-1957.
6	CM/L-189 27-4-1960	16-5-1969	15-5-1970	Gautam Electric Motors Pvt. Ltd., 42 Okhla Industrial Estate, New Delhi-19.	Three-phase induction motors from 1 HP to 25 HP with class 'A' and 'E' insulation—IS: 325-1961
7	CM/L-241 21-11-1960	16-5-1969	15-5-1970	Bharat Pulverising Mills Pvt. Ltd., Chinchpokli Cross Lane, Byculla, Bombay-8.	BHC water dispersible powder concentrates—IS:562-1962.
8	CM/L-292 20-4-1961	16-5-1969	15-5-1970	Burmah-Shell Oil Storage and Distributing Co. of India Ltd., Burmah-Shell House, Ballard Estate, Bombay-1.	Aldrin emulsifiable concentrates—IS:1307-1958.
9	CM/L-293 20-4-1961	16-5-1969	15-5-1970	Do.	Endrin emulsifiable concentrates—IS:1310-1958.
10	CM/L-298 28-4-1961	16-5-1969	15-5-1970	Shri Shunmuga Metal Works, Sangilivandanapuram, Tiruchirapalli.	Wrought aluminium and aluminium alloy utensils—IS: 21-1959.

11	CM/L-299 28-4-1961	16-5-1969	15-5-1970	J. B. Mangharam & Co. P. O. Residency, Gwalior.	Biscuits (excluding wafer biscuits) of the following varieties. Honeyglan Glucose, Ginger nuts, Arrowroot, Petit beurres Nice, Vanilla cream, Energy food, Raspberry cream, Salto, Custard cream, Royal cream, Bourbon, Snaco, Banana cream, milkweat, Nourishing and Cocktail, sandwich—IS:1011-1968.																																
12	CM/L-300 28-4-1961	16-5-1969	15-5-1970	New Digvijaysinhji Tin Factory, Grain Factory, Jamnagar.	18-litre square tins—IS:916-1966																																
13	CM/L-338 1-9-1961	25-4-1969	15-4-1970	Indo-Asian Traders Private Ltd, Nakodar Road, Jullundur.	Metal-clad switches, 15 amp, 250 volts with HC type fuse base and carrier—IS: 4064-1967.																																
14	CM/L-392 20-3-1962	1-4-1969	31-3-1970	Hindustan Steel Ltd., (Durgapur Steel Project), Durgapur-3, Dt. Burdwan.	Mild Steel and medium tensile steel bars— IS- 432(Part I)—1966.																																
15	CM/L-393 20-3-1962	1-4-1969	31-3-1970	Do.	Structural steel (high tensile)—IS: 961-1962.																																
16	CM/L-413 5-3-1962	16-5-1969	15-5-1970	Devidyal Cable Industries, Gupta Mills Estate, Darukhana, Bombay-10.	<table><tr><th>Type</th><th>Voltage grade</th><th>Conductor</th></tr><tr><td colspan="3">(a) <i>VIR Cables for fixed wiring</i></td></tr><tr><td>(i) TRS(tough rubber sheathed)</td><td>250/440 and</td><td rowspan="4">Copper or Aluminium</td></tr><tr><td>(ii) Baraided and compounded</td><td>650/1 100V</td></tr><tr><td>(iii) Weather proof</td><td>250/440 V</td></tr><tr><td>(iv) Flame retarding</td><td>250/440 and 650/1 100 V</td></tr><tr><td>(v) Weather proof</td><td>650/1 100 V</td><td>Aluminium only</td></tr><tr><td colspan="3">(b) <i>VIR Flexible Cables</i></td></tr><tr><td>(vi) Welding cables</td><td></td><td>Copper only</td></tr><tr><td colspan="3">(c) <i>VIR flexible Cords</i></td></tr><tr><td>(vii) TRS (tough rubber sheathed)</td><td>250/440V</td><td rowspan="2">Copper only</td></tr><tr><td colspan="2">IS: 434 (Parts I and II)—1964</td></tr></table>	Type	Voltage grade	Conductor	(a) <i>VIR Cables for fixed wiring</i>			(i) TRS(tough rubber sheathed)	250/440 and	Copper or Aluminium	(ii) Baraided and compounded	650/1 100V	(iii) Weather proof	250/440 V	(iv) Flame retarding	250/440 and 650/1 100 V	(v) Weather proof	650/1 100 V	Aluminium only	(b) <i>VIR Flexible Cables</i>			(vi) Welding cables		Copper only	(c) <i>VIR flexible Cords</i>			(vii) TRS (tough rubber sheathed)	250/440V	Copper only	IS: 434 (Parts I and II)—1964	
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IS: 434 (Parts I and II)—1964																																					

(1)	(2)	(3)	(4)	(5)	(6)
17	CM/L-449 24-8-1962	1-5-1969	30-4-1970	Victor Cables Corporation, 802 Joshi Road, Karol Bagh, New Delhi	<p>Rubber Insulated Cables— Type Voltage Conductor</p> <p>(a) <i>VIR Cables for fixed wiring</i> (i) TRS (Tough Rubber Sheathed) 250/440V } Copper or Aluminium (ii) Braided & compounded 250/440 & 650/100V } (iii) Weather proof 250/440 & 650/100V } (b) <i>VIR Flexible Cords</i> (iv) Twisted Twin & Braided- 250/440V } Copper IS: 434 (Parts I & II) 1964.</p>
18	CM/L-452 3-9-1962	1-5-1969	31-10-1969	Northern Minerals Pvt. Ltd., Gurgaon.	BHC dusting powders—IS: 561-1962.
19	CM/L-470 30-10-1962	1-5-1969	30-4-1970	Hind Tin Industries, 107-A Raja Dinendra Street, Calcutta-6.	18-litre square tins—IS: 916-1966
20	CM/L-507 21-2-1963	16-5-1969	15-5-1970	Geo Industries & Insecticides (India) Private Ltd., Field No. 82/3 (a) Sathankadu, Kaladipet, Madras-19.	DDT dusting powders—IS: 554-1961.
21	CM/L-545 5-6-1963	1-6-1969	31-5-1970	Assam Veneer & Saw Mills, P. O. Ledo, Dist. Lakhimpur, Upper Assam.	Tea-chest plywood panels—IS: 10-1964.
22	CM/L-546 5-6-1963	1-6-1969	31-5-1970	Varat Timber Assam Pvt. Ltd., Makum Raod, Tinsukia (Assam).	Tea-chest plywood panels—IS: 10-1964.
23	CM/L-646 19-3-1964	16-4-1969	15-4-1970	Jagatjit Industries Limited Jagatjit Nagar (Rly. Station Hamira), Distt. Kapurthala.	Malt extract—IS: 2404-1963.
24	CM/L-647 20-3-1964	16-4-1969	15-4-1970	Jaya Shree Textiles & Industries Ltd., Rishra, Distt. Hoogly.	Fire fighting hose, type 2 (fabric reinforced, rubber-lined, woven, jacked)—IS: 636-1962.
25	CM/L-650 31-3-1964	16-4-1969	15-4-1970	J. J. Sokhey Industries (Tools) Pvt. Ltd., Sultanwind Town, Amritsar.	Drill chuck—IS: 2243-1962.
26	CM/L-657 29-4-1964	1-6-1969	31-5-1970	Croplife Chemicals Private Ltd., 32 Foreshore Road, Sibpore, Howrah.	HBC emulsifiable concentrates—IS: 632-1966.

27	CM/L-662 1-5-1964	1-6-1969	30-11-1969	Universal Cables Limited, Village Ghurdang, Tehsil Raghurajnar, Dist. Satna (M.P.).	PVC Insulated lead-sheathed cables (with aluminium conductors) for electricity supply up to and including 22 kV—IS: 692-1965.
28	CM/L-1020 4-3-1965	1-4-1969	30-9-1969	Indodan Products Limited, Budhana Road, Muza-far Nagar, (U.P.).	Condensed milk, full-cream, sweetened—Is: 1166-1967.
29	CM/L-1046 29-3-1965	16-4-1969	15-4-1970	Optimohar Industries Pvt. Ltd., Harichand Textile Mill's Compound, Vikhroli, Bombay-79.	Blow lamps—IS: 1899-1965.
30	CM/L-1047 29-3-1965	16-4-1969	15-4-1970	BAG BROSS, Delhi Road, Sonapat (Near Delhi.	(i) Cast iron surface plates, grade I, upto 400 x 400 mm size only (ii) Cast iron surface plates, grade II, upto 1000 x 1000 mm size only—IS: 2285-1963.
31	CM/L-1055 20-4-1965	1-5-1969	30-4-1970	Indian Mineral Industries Ltd., Trenching Ground, Approach Road, Agarpara, 24 Parganas.	BHC dusting powders—IS: 561-1962
32	CM/L-1057 22-4-1965	16-5-1969	15-5-1970	Lucky Acid & Chemical Works, 32/2 Murari Pukur Road, Calcutta-4.	Sulphuric acid, analytical reagent grade—IS: 266-1961.
33	CM/L-1063 29-4-1965	16-5-1969	15-5-1970	The Omega Insulated Cable Company (India) Ltd 1-A, Nungambakham High Road, Madras-34.	<i>VIR Cables for Fixed Wiring</i> (i) Braided and compounded, 25p/440 Volts, Copper or Aluminium. (ii) Braided and compounded, 650/1 100 Volts Aluminium only. (iii) Weather proof, 250/440 Volts and 650/1 100 Volts, Aluminium only.
34	CM/L-1066 14-5-1965	1-6-1969	30-11-1969	Hanuman Engg. Works, Industrial Area, Aish-bagh, Lucknow.	(iv) Tough rubber sheathed, 250/440 and 650/1 100 Volts, Aluminium only IS: 434 (Part I and II) 1964. Structural steel (standard quality) for the following sections only. (i) M.S. Rounds up to 16 mm and over 28 mm dia. (ii) M.S. Squares up to 14 mm and over 28 mm squares. (iii) M.S. Angles, flats etc. where the cross-sectional area of the sample does not exceed 200 square mm. IS: 226-1962.
25	CM/L-1067 14-5-1965	1-6-1969	30-11-1969	Hanuman Engg. Works Industrial Area, Aish-bagh, Lucknow.	Structural steel (ordinary quality). for the following sections only: (i) M.S. Rounds up to 16 mm and over 28 mm dia. (ii) M.S. Squares up to 14 mm and over 28 mm squares (iii) M.S. Angles, flats etc. where the cross-sectional area of the sample does not exceed 200 square. IS: 1977-1962.

(1)	(2)	(3)	(4)	(5)	(6)
36	CM/L-1068 18-5-1965	16-5-1969	15-5-1970	Bhagsons Paint Industries (India) 16 D.J.F. Industrial Area, Nagafgarh Road, New Delhi-15.	(i) Varnish finishing, interior—IS:337-1962 and (ii) Varnish, mixing—IS: 340-1962.
37	CM/L-1084 1-6-1965	16-6-1969	15-6-1970	Partap steel Rolling Mills, Chheharta, Punjab.	Mild steel — Medium tensile steel bars & hard-drawn steel wire for concrete reinforcement—IS: 432 (Part I)—1966.
38	CM/L-1085 1-6-1965	16-6-1969	15-6-1970	Do.	Structural steel (fusion welding quality)—IS: 2062-1962
39	CM/L-1090 3-6-1965	16-6-1969	15-6-1970	West India Steel Co. Ltd, Cheruvannur, Feroke, Kerala	Structural steel (standard quality)—IS: 226-1962.
40	CM/L-1091 3-6-1965	16-6-1969	15-6-1970	Do.	Structural steel (ordinary quality)—IS 1977-1962.
41	CM/L-1158 28-10-1965	1-5-1969	30-4-1970	Kanpur Pesticides Magarwara, Distt Unnao.	BHC dusting powders —IS: 651-1962.
42	CM/L-1185 17-12-1965	16-5-1969	15-5-1970	Grandlay Electricals (India), 456/426 Military Parade Road, Radio Colony, Delhi-9.	Single core (unsheathed) PVC insulated cables with aluminium conductors, 250/440 volts and 650/1100 volts grades—IS:694 (Part II)—1964.
43	CM/L-1232 25-3-1966	1-4-1969	31-3-1970	Special steel Ltd., Dattapara Road, Borivli, Bombay-66.	Galvanized armour wires for electric cables— IS:434(Parts I and II)—1964. IS: 692-1965 and IS: 1554 (Part I)—1964
44	CM/L-1244 21-4-1966	1-5-1969	30-4-1970	Shamshar Sterling Cable Corporation Ltd., Vaswani Mansions, Dinsa Vacha Road, Bombay-1.	Hard-drawn stranded aluminium and steel-cored aluminium conductors for over head power transmission purposes (up to 4.39 mm dia only —IS 398-1961.
45	CM/L-1245 21-4-1966	1-5-1969	30-4-1970	Assam Conductors and Tubes Private Ltd., Industrial Estate, Gauhati (Assam).	Hard-drawn standard aluminium and steel-cored aluminium conductors for over head power transmission purpose —IS 398-1961.
46	CM/L-1248 22-4-1966	1-5-1969	30-4-1970	J. K. Steel & Industries Ltd, 18 Rabindra Sarani, Calcutta-1	Round strand galvanized steel wire ropes for shipping purposes—IS: 2581-1968 & IS: 2266-1963
47	CM/L-1249 22-4-1966	1-5-1969	30-4-1970	Shree Bajrang Electric Steel Co. Pvt. Ltd, 1, Kali Mazumdar Road, Gbuzury, Howrah	Structural steel (standard quality) —IS:226-1962.

48	CM/L-1252 26-4-1966	1-5-1969	30-4-1970	Mukand Iron & steel Works Ltd, Kalwa, Thana (Maharashtra)	Structural steel (standard quality)—IS:226-1962
49	CM/L-1253 26-4-1966	1-5-1969	30-4-1970	Do.	Structural steel (Ordinary quality)—IS:1977-1962
50	CM/L-1254 26-4-1966	1-6-1969	31-5-1970	Eastern Industries India P. Ltd., 122/230, Kalpi Road, Kanpur	Portable chemical fire extinguisher, foam type—IS: 933-1967
51	CM/L-1261 20-5-1966	1-6-1969	31-5-1970	Indian Oxygen Ltd., Electrode Factory, Amba- ttur, Industrial Estate, Madras	Covered electrodes for metal arc welding of mild steel, normal penetration type—IS:814-1967
52	CM/L-1269 30-5-1966	1-6-1969	30-11-1969	Naveen Industries 1651-52, Lal Kuan, Delhi and 2272, Gali Mir Madari, Farsah Khana, Delhi	Plastic water-closet seat & covers, Phenolic, type 'A'— IS:2548-1967
53	CM/L-1271 31-5-1966	1-6-1969	30-6-1970	E. I. D. Parry Limited, Ranipet, N.A. District, (Tamil Nadu)	Endrin emulsifiable concentrates—IS:1310-1958.
54	CM/L-1393 15-2-1967	1-6-1969	30-11-1969	Singhal Pesticides, Jamuna Par, 9/122 Moti Ba- gh, Agra	BHC emulsifiable concentrates—IS:632-1966
55	CM/L-1424 4-4-1967	16-4-1969	15-4-1970	Welding Rods Manufacturing Co. Plot No. 13/14 Road, No. 14, M. G. Road, Udyog Nagar, Udhna, Distt, Surat	Covered electrodes for metal arc welding of mild steel, normal penetration type—IS:814-1967
56	CM/L-1426 11-4-1967	16-4-1969	15-4-1970	Fort Gloster Industries Ltd., 31, Chowringhee Road, Calcutta-16	Flexible cables for miner's cap—Lamps— IS:2593-1964
57	CM/L-1432 25-4-1967	1-5-1969	30-4-1970	The National Insulated Cable Co. of India Ltd., Niccó House, 2, Hare Street, Calcutta-1	Polythene insulated and PVC sheathed cables single core and flat twin only—IS: 1596-1962.
58	CM/L-1433 25-4-1967	1-5-1969	30-4-1970	Fort Gloster Industries Ltd., Hall and Anderson P Building 31, Chowringhee Road, Calcutta-16	Polythene insulated and PVC sheathed cables single core and flat twin only—IS: 1596-1962.
59	CM/L-1434 26-4-1967	1-5-1969	30-4-1970	Hindhustan Grown Boveri Ltd, Kot Village, Ghaziabad (U.P.)	Hard-drawn stranded aluminium and steel-cored alumi- nium Conductors for overhead power transmission purpose IS:398-1961
60	CM/L-1435 9-5-1967	16-5-1969	15-11-1969	Bharat Minerals & Chemicals Company, Trans- port Depot Road (Behind No. 9) Calcutta-27	Aldrin emulsifiable concentrates—IS: 1307-1958.
61	CM/L-1437 15-5-1967	16-5-1969	15-11-1969	Do.	Aldrin dusting powders—IS: 138-1958.
62	CM/L-1438 15-5-1967	16-5-1969	15-5-1970	Singhal Pesticides, 9/122, Motibagh, Jamuna Bri- dge, Agra (U.P.)	BHC dusting powders—IS: 561-1962
63	CM/L-1439 15-5-1967	16-5-1969	15-5-1970	Do.	Aldrin dusting powders—IS: 1308-1968.
64	CM/L-1441 16-5-1967	15-5-1969	15-11-1969	Bharat Minerals & Chemicals Co., Transport Depot Road, (Behind No. 9,) Calcutta-27	DDT emulsifiable concentrates—IS: 663-1956.

(1)	(2)	(3)	(4)	(5)	(6)
65	CM/L-1442 16-5-1967	16-5-1969	15-5-1970	Pesticides India, Udaisagar Road, Upahur.	Dieldrin emulsifiable concentrates—IS:1054-1962.
66	CM/L-1443 16-5-1967	16-5-1969	15-5-1970	Pesticides India, Udaisagar Road, Udaipur	Aldrin emulsifiable concentrates—IS: 1307-1958
67	CM/L-1444 16-5-1967	16-5-1969	15-5-1970	Do.	Formulations based on stabilized methoxy ethyle mercury chloride concentrate—IS:2358-1963.
68	CM/L-1461 16-6-1967	16-6-1969	15-6-1970	Tata Pison Industries Ltd. Plot No. 94 Industries Estate, Ambattur, Madras-58.	BHC dusting powders—IS:561-1962.
69	CM/L-1556 7-11-1967	16-5-1969	15-11-1969	Sehgal Sanitary Fittings (P) Ltd. Village Chuharwali, P.O. Adampur, Jullundur	Sand-cast brass screw-down bib taps, 15 mm size & stop taps, 15 mm size for water services IS: 781-1967
70	CM/L-1558 8-11-1967	1-5-1969	30-4-1970	Universal Cables Ltd, Satna (M.P.)	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes—IS:398-1961
71	CM/L-1652 13-3-1968	16-3-1969	15-3-1970	Bengal Tea-chest Fittings Mfg. Private Ltd., 180, Mahatma Gandhi Road, Calcutta-7	Tea-chest metal fittings—IS: 10-1964.
72	CM/L-1679 22-4-1968	1-5-1969	30-4-1970	Bhagwati Steel Pvt. Ltd, 58/4, Goshala Road, Lihuah, Howrah.	Structural steel (standard quality)—IS:226-1962
73	CM/L-1680 23-4-1968	1-5-1969	30-4-1970	Pathardih Engineering Works, P. O. Pathardih, Dhanbad	Structural steel (standard quality)—IS:226-1962
74	CM/L-1681 23-4-1968	1-5-1969	30-4-1970	Do.	Structural steel (ordinary quality)—IS: 1977-1962.
75	CM/L-1682 24-4-1968	1-5-1969	31-10-1969	Hindustan Mineral Products Co Pvt. Ltd., Plot No. 27, Manganes Depot, Sewri, Bombay-15.	Aldrin emulsifiable concentrates— IS:1307-1958.
76	CM/L-1686 30-4-1968	1-5-1969	31-10-1969	Palsons Industries, Sultanpur Road, Kapurthala	Door closers (hydraulically regulated sizes 2 & 3 — IS:3564-1966
77	CM/L-1687 30-4-1968	1-5-1969	30-4-1970	Oriental Power Cables Ltd., Cable Nagar, Near Kota (Rajasthan)	Hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes—SI:398—1968
78	CM/L-1688 30-4-1968	16-5-1969	15-5-1970	T. R. Industries, Kunia-muthur Post, Coimbatore-8 (Tamil Nadu)	Three-phase induction motors 2.2 kW (3 HP) to 7.5 (10HP) with class 'A' insulation—IS325-1961RW
79	CM/L-1693 13-W-1968	16-5-1969	15-5-1970	Prakash Pulverising Mills, Industrial Area, Alwar (Rajasthan)	Aldrin emulsifiable concentrates—IS: 1307-1958

80	CM/L-1694 14-5-1968	16-5-1969	15-5-1970	Khorana Minerals & Chemical Industries, Chandu Nagar, Gurgaon (Haryana)	BHC dusting powders—IS:561-1962
81	CM/L-1696 16-5-1968	16-5-1969	15-5-1970	G & H Shaw (Pvt) Ltd., Ichhapur Road, Dasnagar, Howrah	Structural steel (standard quality)—IS:226-1962
82	CM/L-1697 16-5-1968	16-5-1969	15-5-1970	Do.	Structural steel (ordinary quality)—IS:1977-1962
83	CM/L-1698 16-5-1968	16-5-1969	15-5-1970	Golden Steel Corpn. Ltd., 64 G. T. Road Li-luah, Howrah.	Structural steel (standard quality)—IS:226-1962
84	CM/L-1699 16-5-1968	16-5-1969	15-5-1970	Do.	Structural steel (ordinary quality)—IS:1977-1962
85	CM/L-1703 16-5-1968	16-5-1969	15-5-1970	Shree R Mills Ltd., Fergusson Road, Lower parel, Bombay-13.	Tracing cloth—IS: 2037-1962
86	CM/L-1705 31-5-1968	1-6-1969	31-5-1970	Esso Standard Eastern Inc., Survey No. 243A & B Chikkabiderakallu Village, Neela Mangala Taluka, Bangalore-Tumkur Road, Distt. Bangalore.	Malathion emulsifiable concentrates—IS: 2567-1963
87	CM/L-1706 31-5-1968	1-6-1969	31-5-1970	Do.	DDT emulsifiable concentrates—IS: 633-1966
88	CM/L-1707 31-5-1968	1-6-1969	31-5-1970	The Aluminium Industries Ltd., Ramachandrapuram, Hyderabad-32	Hard-drawn stranded aluminium conductors for overhead power transmission purposes—IS:358-1961

(No. CMD/13:12)
(DR) A. N. GHOSH
Director General.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 16th June 1969

S. O. 2555.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period from 1 to 15 June 1969:

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the New Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS : 225-1969 Specification for pig iron (charcoal) (<i>second revision</i>)	IS : 225-1957 Specification for pig iron (charcoal) (<i>revised</i>)	This specification covers the requirement for pig iron manufactured by using charcoal in the last furnace (Price Rs. 3.50).
2	IS : 330-1968 Specification for chromium trioxide (<i>first revision</i>).	(i) IS : 330-1951 Specification for chromic acid and (ii) IS : 559-1954 Specification for chromium trioxide (chromic acid), analytical reagent.	This standard prescribes the requirements and the methods of sampling and test for chromium trioxide (chromic acid) used in electroplating, anodizing work and as analytical reagent. (Price Rs. 5.00).
3	IS : 557-1968 Specification for sodium acetate, technical and photographic (<i>first revision</i>)	IS : 557-1954 Specification for sodium acetate, technical and photographic	This standard prescribes the requirements and the methods of sampling and tests for sodium acetate (hydrated) ($\text{CH}_3\text{COONa} \cdot 3\text{H}_2\text{O}$) of technical and photographic quality and sodium acetate (anhydrous) (CH_3COONa) of photographic quality for processing of photographic materials. (Price Rs. 5.00).
4	IS : 1200 (Part II)-1968 Method of measurement of building and civil engineering work Part II cement concrete works (<i>second revision</i>)	IS : 1200-1964 Method of measurement of building works (<i>revised</i>). NOTE :—Only such of the provisions of this standard shall be superseded as are covered by part II of IS : 1200-1968, referred to in col. 2.	This standard covers the method of measurement of cement concrete works in building and civil engineering works, used for preparation of estimates, bills of quantities and for site measurements (Price Rs. 5.50)

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| 5 IS : 1342-1958 Specification for oil pressure stoves (second revision). | (i) IS : 1342-1964 Specification for oil pressure stoves (revised).
(ii) IS : 2795-1964 Specification for oil pressure stoves (large).
(iii) IS : 3157-1965 Specification for oil pressure stoves (very large), commercial designation No. 3, and
(iv) IS : 3159-1965 Specification for camp stoves. | This standard covers the requirements and tests for oil pressure stoves intended for domestic and commercial use, burning pressurized kerosine oil under a normal working pressure of 1 to 2 Kg/cm ² . (Price Rs 7.50) |
| 6 IS : 1809-1969 Specification for nickel salts for electroplating (first revision). | IS : 1809-1961 Specification for nickel salts for electroplating. | This standard prescribes the requirements and methods of sampling and test for the following nickel salts :
(a) Nickel sulphate, (b) Nickel chloride,
(c) Nickel ammonium sulphate, and
(d) Nickel carbonate (powder). (Price Rs. 6.50). |
| 7 IS : 2389-1968 Specification for precision hexagon bolts, screws, nuts and lock nuts (diameter range 1.6 to 5 mm) (first revision). | IS : 1389-1963 Specification for hexagonal head bolts, screws, nuts and lock nuts (M 1.6 to M 5). | This standard covers the requirements for precision hexagon bolts, screws, nuts and lock nuts in the diameter range 1.6 to 5 mm. (Price Rs. 3.50). |
| 8 IS : 2440-1968 Code of practice for day-lighting of buildings (first revision). | IS : 2440-1963 Code of practice for day-lighting of building. | This standard covers the general principles and methods of daylighting of dwellings, schools, offices and hospitals. It recommends the minimum illumination values to be achieved by daylighting principles and gives general guidance for realizing the values in practice. (Price Rs. 9.00). |
| 9 IS : 2720 (Part XXXX)-1968 Methods of test for soils.

Part XXX laboratory vane shear test. | .. | This standard covers the procedure of conducting laboratory vane shear test on cohesive soils of low shear strength for determining their undrained shear strength. (Price Rs. 3.50). |
| 10 IS : 3965-1969 Dimensions for wrought aluminium and aluminium alloys, bar rod and section. | .. | This standard lays down the dimensions and tolerances for wrought aluminium and aluminium alloys in the form of bar, rod and section. (Price Rs. 2.50). |
| 11 IS : 4540-1968 Specification for monocrystalline semiconductor rectifier assemblies and equipment | .. | This standard applies to monocrystalline rectifier assemblies and equipment for supplying dc power from a sources at frequencies up to 2 000 c/s and for dc power for voltages not exceeding 5 000 V. (Price Rs. 10.00). |

* For the purpose of ISI Certification Marks Scheme, IS : 1342-1964 shall run concurrently with IS : 1342-1968 up to 31st August, 1969.

(1)	(2)	(3)	(4)
12	IS : 4900-1969 Specification for jute carpet backing fabric(271, 305, 339 & 407 g/m ₂)	..	This standard prescribes constructional details, and other particulars of the following varieties of plain woven jute carpet backing fabric of such widths as agreed to between the buyer and the seller: 271(8), 305(9), 339(10), or 407 g/m ₂ (12 oz/yd ₂) (Price Rs. 7.00)
13	IS : 4924 (Part I)-1968 Method of test for nail-jointed timber trusses. Part I destructive test	..	This standard covers the method of destructive test for testing fabricated nail-jointed timber trusses. (Price Rs. 4.00).
14	IS : 4933-1968 Specification for cottonseed for propagation purposes.	..	This standard prescribes the requirements and the methods of sampling and test for seeds of cotton (<i>Gossypium</i> spp.) for propagation purposes (Price Rs. 2.00).
15	IS : 4940-1968 Specification for samples divider.	..	This standard prescribes the requirements for the sample divider designed for dividing and sub-dividing the sample of grain which may contain foreign substances of specific gravity or size different from that of grain, to obtain a sample as representative as original. (Price Rs. 2.50)
16	IS : 4953-1968 Specification for wooden handles for hand hammers.	..	This standard covers the requirements of wooden handles for hand hammers conforming to IS: 841-1968. (Price Rs. 1.50).
17	IS : 4963-1968 Recommendations for buildings and facilities for the physically handicapped.	..	This standard applies to all buildings and facilities used by the public. It applies to temporary or emergency conditions as well as permanent conditions. (Price Rs. 6.00).
18	IS : 4970-1968 Key for identification of commercial timbers.	..	This standard covers a simply operated punched card key for the field identification of commercial timbers of India both softwoods (coniferous) and hardwoods (non-coniferous) based on their general properties and anatomical characteristics visible under a hand lens. (Price Rs. 5.00).
19	IS : 4996-1968 Specification for reinforced concrete fence posts.	..	This standard covers the requirements for reinforced concrete fence posts for general purposes. Recommendations for the provisions of wire holes and their spacing, as well as the erection of post-and wire fence have also been included in this standard. (Price Rs. 7.00)

20 IS : 4998-1968 Criteria for design of reinforced concrete chimneys. ..

This standard covers the recommendations for structural design of reinforced concrete chimneys. (Price Rs. 9.50).

21 IS : 5013-1969 Specification for tooth-brush-holding terminal device for artificial limbs. .

This standard specifies the requirements pertaining to material, shape, dimensions, workmanship and finish for tooth-brush-holding terminal device (Price Rs. 2.00).

22 IS : 5014-1969 Specification for telephone-receiver-holding device for artificial limbs ..

This standard specifies the requirements pertaining to material, shape, dimensions, workmanship and finish for telephone-receiver-holding terminal device (Price Rs. 2.00).

23 IS : 5015-1969 Specification for knife-terminal device for artificial limbs. ..

This standard specifies the requirements pertaining to material, shape, dimensions, workmanship and finish for knife-terminal device. (Price Rs. 2.00).

These Indian Standards are available for sale with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also at its branch offices at (i) 534 Sardar Vallabhbhai Patel Road, Bombay-7; (ii) 5 Chowringhee Approach Road, Calcutta 13 (iii) 54 General Patters Road, Madras-2; (iv) 117/418 B, Sarvodaya Nagar, Kanpur; and (V) 5-9-201/2 Chirag Ali Lane, Hyderabad-1.

[No. CMD/13:2]
(DR.) A. K. GUPTA,

Deputy Director General.

(Deptt of Industrial Development)

ORDER

New Delhi, the 17th June 1969

S.O. 2553/IDRA/6/1/69.—Shri J. N. Goyal, Director, The State Trading Corporation of India Ltd., 29, Ring Road, Lajpat Nagar IV, New Delhi-24 is hereby appointed as a member of the Development Council for Leather and Leather Goods in place of Shri P. J. Fernandes, set up under the late Ministry of Industrial Development and Company Affairs Order No. S.O. 365-IDRA/58/68, dated the 14th January, 1969 published in the Gazette of India dated the 25th January, 1969.

2. The name of the following member shall be added to the list of members of the Development Council for Leather and Leather Goods Industry given in Order No. S.O. 1801/IDRA/6/1/69 dated the 3rd May, 1969 published in the Gazette of India dated the 10th May, 1969:—

S. No.	Name and address of the applicant	Interest representing	Member
29.	Shri B.K. Banerjee, Director, M/s. Prime Products Ltd., Kalpi Road, Post Box No. 80, Kanpur.	Owners/ Manufacturers/ Exporters.	Member

[No. 31(17)/66-L. IND. (II).]

C. K. MODI, Under Secy.